

# ADLER GROUP

ADLER Group S.A.

*(incorporated in Luxembourg as a public limited liability company)*

€5,000,000,000

## Debt Issuance Programme

(the “**Programme**”)

This offering memorandum (the “**Offering Memorandum**”) does not constitute a prospectus within the meaning of Regulation (EU) No 2017/1129 of the European Parliament and of the Council of June 14, 2017 (as amended, the “**Prospectus Regulation**”). Neither the *Commission de Surveillance du Secteur Financier*, the Luxembourg competent authority under the Prospectus Regulation, nor any other “competent authority” (as defined in the Prospectus Regulation) has approved this Offering Memorandum or reviewed information contained in this Offering Memorandum.

This Offering Memorandum has been approved as a prospectus in compliance with the Rules and Regulations of the Luxembourg Stock Exchange dated January 2020 by the Luxembourg Stock Exchange as a competent authority under Part IV of the Luxembourg Law of July 16, 2019 on Prospectuses for Securities (*Loi relative aux prospectus pour valeurs mobilières*) (the “**Luxembourg Prospectus Law**”). Application has been made to list the notes to be issued under the Programme (the “**Notes**”) on the official list (the “**Official List**”) of the Luxembourg Stock Exchange and for admission to trading of the Notes on the Euro MTF operated by the Luxembourg Stock Exchange, which is a multilateral trading facility for the purposes of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, as amended, (“**MiFID II**”), and, therefore, not an EU-regulated market.

The date of this Offering Memorandum is April 16, 2021. This Offering Memorandum is valid until April 16, 2022. It is published in electronic form together with all documents incorporated by reference on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)) and available on the Company’s website at [www.adler-group.com](http://www.adler-group.com).

**This Offering Memorandum does not constitute an offer to sell, or the solicitation of an offer to buy, the Notes in any jurisdiction where such offer or solicitation is unlawful.**

### Arranger

J.P. Morgan

### Dealers

Barclays

Deutsche Bank

J.P. Morgan

## RESPONSIBILITY STATEMENT

ADLER Group S.A., the Company, with its registered office at 1B, Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) under the registration number B197554, assumes responsibility for the content of this Offering Memorandum, and declares having taken all reasonable care to ensure that such is the case, that the information contained in this Offering Memorandum is, to the best of its knowledge, in accordance with the facts and contains no omissions likely to affect its import.

If any claims are asserted before a court of law based on the information contained in this Offering Memorandum, the investor appearing as plaintiff may have to bear the costs of translating the Offering Memorandum prior to the commencement of the court proceedings pursuant to the national legislation of the member states of the EEA.

## NOTICE

The Company has confirmed that this Offering Memorandum contains to the best of its knowledge all information with regard to the Company and the Notes which is (in the context of the Programme, the issue, offering and sale of the Notes and the guarantee of the Notes) material; that such information is true and accurate in all material respects and is not misleading in any material respect; that any opinions, predictions or intentions expressed herein are honestly held or made and are not misleading in any material respect; that this Offering Memorandum does not omit to state any material fact necessary to make such information, opinions, predictions or intentions (in the context of the Programme, the issue, offering and sale of the Notes and the guarantee of the Notes) not misleading in any material respect; and that all proper enquiries have been made to verify the foregoing.

The Company undertakes with the dealers set forth on the cover page and as appointed under the Dealer Agreement (as defined below) from time to time (together, the “**Dealers**”) to publish a supplement to this Offering Memorandum or to publish a new offering memorandum if and when the information herein should become materially inaccurate or incomplete or in the event of any significant new factor, material mistake or material inaccuracy relating to the information included in this Offering Memorandum which is capable of affecting the assessment of the Notes which arises or is noted between the time when this Offering Memorandum has been approved and the time when trading of any Tranche of the Notes begins.

By approving this Offering Memorandum, the Luxembourg Stock Exchange may not incur any liability whatsoever and does not give any undertaking as to the economic and financial soundness of the operation or the quality or solvency of the Company. Investors shall make their own assessment as to the suitability of investing in the Notes.

No person has been authorized to give any information which is not contained in or not consistent with this Offering Memorandum or any other document entered into in relation to the Programme or any information supplied by the Company or such other information as in the public domain and, if given or made, such information must not be relied upon as having been authorized by the Company, the Dealers or any of them.

In particular, the Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”), and are being sold pursuant to an exemption from the registration requirements of the Securities Act. The Notes are subject to U.S. tax law requirements. Subject to certain exceptions, the Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act (“**Regulation S**”)).

No Dealer nor the Arranger nor any other person mentioned in this Offering Memorandum, excluding the Company, is responsible for the information contained in this Offering Memorandum or any supplement thereof, or any Final Terms (as defined below) or any other document incorporated herein by reference, and neither the Arranger nor any Dealer has separately verified the information contained in this Offering Memorandum or any other document incorporated herein. Accordingly, and to the extent permitted by the laws of any relevant jurisdiction, none of these persons accepts any responsibility for the accuracy or completeness of the information contained in any of these documents.

This Offering Memorandum should be read and understood in conjunction with any supplement hereto and with any other documents incorporated herein by reference and, in relation to any Tranche of Notes, together with the relevant final terms (the “**Final Terms**”). For the avoidance of doubt, the content of websites this Offering Memorandum refers to in hyperlinks does not form part of this Offering Memorandum.

This Offering Memorandum and any supplement hereto as well as any Final Terms reflect the status as of their respective dates. The delivery of this Offering Memorandum or any Final Terms and the offering, sale or delivery of any Notes may not be taken as an implication that the information contained in such documents is accurate and complete subsequent to their respective dates or that there has been no adverse change in the financial situation of the Company since such date or that any other information supplied in connection with the Programme is accurate

at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

None of the Dealers, any of their affiliates or any other person mentioned in the Offering Memorandum makes any representation as to the suitability of the Notes to fulfil environmental and sustainability criteria required by any prospective investors. The Dealers have not undertaken, nor are responsible for, any assessment of any sustainability bond framework or any eligible sustainable projects, any verification of whether such eligible sustainable projects meet the criteria set out in such sustainability bond framework or the monitoring of the use of proceeds.

The distribution of this Offering Memorandum, any supplement thereto and any Final Terms and the offering, sale and delivery of any of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Memorandum, any supplement thereto or any Final Terms come are required by the Company and the Dealers to inform themselves about and to observe any such restrictions. For more information, see “*Selling Restrictions*” on pages 203-207 of this Offering Memorandum.

**MIFID II PRODUCT GOVERNANCE / TARGET MARKET** – The Final Terms in respect of any Notes may include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, “**MIFID II**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

**UK MIFIR PRODUCT GOVERNANCE / TARGET MARKET** – The Final Terms in respect of any Notes may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MIFIR Product Governance Rules.

**PRIIPS REGULATION / EEA RETAIL INVESTORS** – If the Final Terms in respect of any Notes include a legend entitled “Prohibition of Sales to EEA Retail Investors”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2016/97/EU as amended (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Where such a Prohibition of Sales to EEA Retail Investors is included in the Final Terms, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling such Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

**UK PRIIPS REGULATION / UK RETAIL INVESTORS** – If the Final Terms in respect of any Notes include a legend entitled “Prohibition of Sales to UK Retail Investors”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For the purposes of this provision the expression “retail investor” means a person who is one (or more) of the following: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No

600/2014 as it forms part of domestic law by virtue of the EUWA. Where such a Prohibition of Sales to UK Retail Investors is included in the Final Terms, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

**BENCHMARKS REGULATION – STATEMENT IN RELATION TO ADMINISTRATOR'S REGISTRATION** – Interest amounts payable on Notes with a floating rate of interest (“**Floating Rate Notes**”) will be calculated by reference to a specific benchmark which will be provided by an administrator. As at the date of this Offering Memorandum, the specific benchmark applicable to an issue of Floating Rate Notes has not yet been determined. However, interest amounts payable under Floating Rate Notes issued under the Programme may be calculated by reference to the Euro Interbank Offered Rate (“**EURIBOR**”) which is provided by the European Money Markets Institute (“**EMMI**”).

As at the date of this Offering Memorandum, EMMI appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (the “**ESMA**”) pursuant to Article 36 of the Benchmarks Regulation (EU) 2016/1011 of the European Parliament and the Council of June 8, 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (as amended, the “**Benchmarks Regulation**”).

**Neither this Offering Memorandum nor any Final Terms may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such an offer or solicitation.**

Neither this Offering Memorandum nor any Final Terms constitutes an offer or an invitation by the Company or by the Dealers to subscribe for or to purchase any Notes and should not be considered as a recommendation by the Company, the Arranger, any Dealer or any of them that any recipient of this Offering Memorandum or any Final Terms should subscribe for or purchase any Notes.

**In connection with the issue of any Tranche of Notes, a Dealer or Dealers (if any) named as stabilization manager(s) (or persons acting on behalf of any stabilization manager(s)) (the “Stabilization Manager(s)”) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilization may not necessarily occur. Any stabilization action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilization action or over-allotment must be conducted by the relevant Stabilization Manager(s) (or persons acting on behalf of any Stabilization Manager(s)) in accordance with all applicable laws and rules.**

In this Offering Memorandum all references to “€”, “EUR”, “Euro”, “euro” and “EURO” are to the single currency of the member states of the European Union participating in the third stage of the European Economic and Monetary Union.

## FORWARD-LOOKING STATEMENTS

This Offering Memorandum contains forward-looking statements. A forward-looking statement is a statement that does not relate to historical facts or events or to facts or events as of the date of this Offering Memorandum. This applies, in particular, to statements in this Offering Memorandum containing information on the ADLER Group's future earnings capacity, plans and expectations regarding its business growth and profitability, and the general economic conditions to which the ADLER Group is exposed. Statements made using words such as "believes", "predicts", "forecasts", "plans", "intends", "endeavors", "expects", "will", "aims", "targets" or similar terms and phrases, including reference and assumptions, may be an indication of forward-looking statements.

The forward-looking statements contained in this Offering Memorandum are subject to risks and uncertainties as they relate to future events and are based on estimates and assessments made to the best of the Company's present knowledge. These forward-looking statements are based on assumptions, uncertainties and other factors, the occurrence or non-occurrence of which could cause the Company's actual results, including the financial condition and profitability of the ADLER Group, to differ materially from, or fail to meet, the expectations expressed or implied in the forward-looking statements. These expressions can be found in different sections of this Offering Memorandum, particularly in the sections entitled "*Risk Factors*" and "*Strategy*" and wherever information is contained in this Offering Memorandum regarding the Company's intentions, beliefs, or current expectations relating to its future financial condition and results of operations, plans, liquidity, business outlook, growth, strategy and profitability, as well as the economic and regulatory environment to which the ADLER Group is subject.

In light of these uncertainties and assumptions, it is also possible that the future events mentioned in this Offering Memorandum might not occur. In addition, the forward-looking estimates and forecasts reproduced in this Offering Memorandum from third-party reports could prove to be inaccurate (for more information on the third-party sources used in this Offering Memorandum, see the discussion on External Data under "*—Notice*" above). Actual results, performance or events may differ materially from those in such statements due to, among other reasons:

- changes in general economic conditions in Berlin, including changes in the unemployment rate, the level of consumer prices, wage levels, etc.;
- demographic changes, in particular with respect to Berlin;
- changes affecting interest rate levels;
- changes in the competitive environment, that is, changes in the level of construction activity relating to housing;
- political changes; and
- changes in laws and regulations, in particular tenancy and environmental laws and regulations.

See "*Risk Factors*" for a further description of some of the factors that could influence the Company's forward-looking statements.

It should be noted that neither the Company nor any of the Dealers assumes any obligation, and does not intend to update or revise any forward-looking statement or risk factors or to conform any such statement to new information, future events or developments or otherwise. All subsequent written and oral forward-looking statements attributable to us or to persons acting on our behalf are expressly qualified in their entirety by the cautionary statements referred to above and contained elsewhere in this Offering Memorandum.

## ESG RATINGS

The Company's exposure to Environmental, Social and Governance ("ESG") risks and the related management arrangements established to mitigate those risks has been or may be assessed by several agencies, including Sustainalytics, among others, through Environmental, Social and Governance ratings ("ESG ratings").

ESG ratings may vary amongst ESG ratings agencies as the methodologies used to determine ESG ratings may differ.

The Company's ESG ratings are not necessarily indicative of its current or future operating or financial performance, or any future ability to service the Notes and are only current as of the dates on which they were initially issued. Prospective investors must determine for themselves the relevance of any such ESG ratings information contained in this Offering Memorandum or elsewhere in making an investment decision. Furthermore, ESG ratings shall not be deemed to be a recommendation by the Company or any other person to buy, sell or hold the Notes. Currently, the providers of such ESG ratings are not subject to any regulatory or other similar oversight in respect of their determination and award of ESG ratings. For more information regarding the assessment methodologies used to determine ESG ratings, please refer to the relevant rating agency's website (which website does not form a part of, nor is incorporated by reference in, this Offering Memorandum).

## TABLE OF CONTENTS

RISK FACTORS .....	1
GENERAL DESCRIPTION OF THE PROGRAMME.....	38
OPTION I – Emissionsbedingungen für festverzinsliche Schuldverschreibungen .....	42
OPTION I – Terms and Conditions that apply to fixed rate Notes .....	42
OPTION II – Emissionsbedingungen für variabel verzinsliche Schuldverschreibungen .....	83
OPTION II – Terms and Conditions that apply to floating rate Notes .....	83
FORM OF FINAL TERMS .....	132
DESCRIPTION OF THE COMPANY AND THE ADLER GROUP .....	153
TAXATION.....	200
GENERAL INFORMATION .....	203
VALUATION REPORTS .....	V-1
ADDRESSES .....	A-1

## RISK FACTORS

*Before deciding to purchase Notes issued under the Programme, investors should carefully review and consider the following risk factors and the other information contained in this Offering Memorandum. Should one or more of the risks described below materialize, this may have a material adverse effect on the business, prospects, shareholders' equity, assets, financial position and results of operations (Vermögens-, Finanz- und Ertragslage) or general affairs of ADLER Group S.A. (the "Issuer" or the "Company" and together with its consolidated subsidiaries, "we", "us", "our" or the "ADLER Group"). Moreover, if any of these risks occur, the market value of Notes issued under the Programme and the likelihood that the Issuer will be in a position to fulfil its payment obligations under Notes issued under the Programme may decrease, in which case the holders of Notes (the "Noteholders") issued under the Programme could lose all or part of their investments. Factors which the Issuer believes may be material for the purpose of assessing the risks associated with Notes issued under the Programme are also described below.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the Issuer may be unable to pay interest, principal or other amounts on or in connection with Notes issued under the Programme for other unknown reasons than those described below. Additional risks of which the Issuer is not presently aware could also affect the business operations of the ADLER Group and have a material adverse effect on its business activities, financial condition and results of operations. Prospective investors should read the detailed information set out elsewhere in this Offering Memorandum (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.*

*The following risk factors are organized in categories depending on their respective nature.*

### **Risks related to the ADLER Group's Business Activities and Industry**

***Our business is significantly dependent on our ability to generate rental income. Our rental income and funds from operations could particularly be negatively affected by a potential increase in vacancy rates.***

We rely significantly on rental income. Our rental income is impacted predominantly by the size, rent levels and vacancy levels of our portfolio. The vacancy levels within our portfolio could increase, particularly in lower-value residential units, in less attractive locations, in areas with weak infrastructure or in properties where investments do not result in increased rents in line with expected market rents or increased occupancy levels. Our strategy also focuses on the renovation and refurbishment of selected parts of our portfolio with the highest vacancy levels. If these measures do not result in a significant reduction in vacancy levels for these properties after completion of the renovation and refurbishment work, this could have an adverse effect on our financial results relative to our business plan. In addition to lost rental income, additional fixed and ancillary costs incurred for the maintenance of vacant residential units could reduce our operating profit. Furthermore, a longer period of high vacancy levels could generally lead to lower levels of income from rental activities and make it more difficult to increase average rental levels. Further growth of our revenue therefore depends on our ability to reduce vacancy levels or increase rents.

***Our ability to operate our business successfully relies on assumptions that may prove to be incorrect and circumstances that may be unfavorable, in part or as a whole, in particular due to unexpected liabilities, an incomplete or inaccurate assessment of a market, value determinations and due diligence findings and challenges with respect to achieving anticipated synergies and insufficient investment horizons.***

We face the risk that we may not be able to generate returns or generate significantly lower returns in the future. In particular, our projections of the future demand for apartments suitable for modernization may turn out to be inaccurate or inappropriate to achieve a positive return. Also, tenant preferences may change. Further, we may not be in a position to find sufficient investment opportunities to achieve further growth. In addition, we may not be able to pass on the costs for these modernization measures to our tenants due to legal constraints or if the tenants would be unable to afford rent increases as a result of these modernization measures. Tenants may also cause postponements to our modernization measures by, for example, refusing to vacate the units for modernization work to take place. Further, we may be restricted in our ability to finance the investment program through loans or other debt instruments depending on our current and future debt level and structure.

The success of our business model depends in part on our ability to increase rent levels through modernizing our existing real estate portfolio and real estate properties that we acquire as well as our ability to estimate and control the costs of such modernizations. We plan to continue investing a significant amount into modernization measures, particularly in residential markets that provide for significant rent upside for refurbished apartments. Due to the Berlin rent freeze (*Mietendeckel*), this was previously not the case for our property portfolio located in Berlin. On April 15, 2021, the German Federal Constitutional Court (*Bundesverfassungsgericht*) held that



this rent freeze is void. However, there is no assurance that any similar legislative decisions or measures will be taken in the future. In addition, there is no assurance that the targeted rent upside can be realized. Even if the existing real estate portfolio and the real estate properties that we may acquire can be repositioned, modernized and refurbished, such measures could prove to be unsuccessful or ineffective and not result in targeted rent levels. Further, our assumptions in relation to achievable rental levels, rental increases, vacancy rates, modernization costs, personnel (including in-house facility management personnel), overhead expenses, maintenance and capital expenditures may prove to be partially or entirely inaccurate. Furthermore, unforeseen issues or risks could materialize that could result in substantially increased maintenance and capital expenditures, in particular, due to changes in applicable laws and regulations; or we may be unable to resolve such issues or risks at all or not in an economically reasonable manner. Regarding environmental matters relevant to modernizations and refurbishments, see “—*Regulatory and Legal Risks—Our business is subject to the general legal environment in Germany. Any disadvantageous changes in the legal environment, such as mandatory environmental modernization provisions, restrictions regarding modernization measures or provisions (including taxes) that result in the incurrence of costs in the event of a property sale, or disadvantageous changes to the Berlin Mietspiegel regulation, may be detrimental to us.*” and “*We may incur environmental liabilities, for example, from residual pollution including wartime ordnance, soil conditions, asbestos and contaminants in building materials, as well as from possible building code violations.*”

In the event that a building is subject to historic preservation laws, compliance with the respective historic preservation requirements could significantly delay the refurbishment or modernization process and could result in significantly higher expenses for the particular project. Consequently, we may be unable to perform our obligations to a tenant, which could result in rent to be deferred or not due at all. In addition, legal requirements relating to our properties could become more stringent or onerous, particularly with respect to construction and environmental requirements; similarly, requirements might be imposed to increase the availability of handicapped-accessible and adapted housing.

The realization of any of these risks could have a negative effect on our ability to successfully conduct our business and could have a material adverse effect on our business, financial condition, results of operations, cash flows and prospects.

***The integration of the ADLER Real Estate Group into the ADLER Group could potentially not be consummated as intended and could result in expenses not anticipated at all or not adequately accounted for and the Company could potentially be legally bound to consummate the integration regardless of a materially adverse change of its economic rationale.***

The completion (the “**Completion**”) of the combination of the business of ADLER Real Estate AG (“**ADLER Real Estate**”) and, together with its consolidated subsidiaries, the “**ADLER Real Estate Group**”) and its consolidated subsidiaries with the business of ADO Properties S.A. (renamed to ADLER Group S.A.) and its consolidated subsidiaries (the “**Business Combination**”) following the voluntary takeover offer by the Company for all shares in ADLER Real Estate in the form of an exchange offer, as published on February 7, 2020, (the “**ADLER Offer**”) allowed the Company to consolidate the ADLER Real Estate Group’s property portfolio in the Company’s consolidated financial statements.

Following the Completion, the ADLER Real Estate Group is being integrated into the ADLER Group (the “**Integration**”). We expect the Integration to be a multi-year process that requires significant human and financial resources. The successful integration of the existing workforces, IT systems, corporate cultures and corporate structures and the introduction of joint processes are essential to the success of the Integration. The Integration will be time-consuming and costly and could negatively affect our business operations and/or those of the ADLER Real Estate Group. We and the ADLER Real Estate Group could be confronted with a variety of difficulties during the process of the Integration, including, among others:

- The administration of a significantly larger group, including the size of the portfolio and number of assets;
- The combinations and standardizations of the business activities, including the services offered to tenants and customers and the coordination of the business activities;
- The coordination of the corporate and administrative structures and the harmonization of insurance coverage;
- Unexpected problems relating to the coordination of the accounting-, IT-, communications and administrative systems and other systems;

- Problems to adequately cope with potential differences in the corporate cultures and leadership philosophies;
- The implementation of uniform standards, control mechanisms, procedures and guidelines;
- Legal disputes related to the Integration, including legal disputes with shareholders;
- The diversion of the attention of the management from other areas of the business activities;
- Maintaining existing agreements and business relationships with tenants, customers, service providers and financing banks and delays related to the entering into of new contracts with future tenants, customers, service providers and financing banks;
- Unforeseen and unexpected obligations in relation to the Integration and the business of the ADLER Real Estate Group;
- The inability to enter into a domination agreement (Beherrschungsvertrag) with ADLER Real Estate in order to give us effective control over its management; and
- The identification and elimination of obsolete business activities and assets, including those that fall short of expectations.

Any inability of the ADLER Group to efficiently and effectively carry out the Integration could lead to a reduction or failure or delay in the realization of the anticipated advantages and cost savings envisaged in connection with the Integration could negatively affect the ADLER Group.

The Integration could result in additional or unforeseen costs and the anticipated advantages of the Integration could potentially not be realized in full or not at all. To the extent actual growth and costs savings are realized, these could fall short of anticipations and their achievement could require more time than currently anticipated by the Company. Any inability of the Company to adequately address and manage the challenges of the Integration could result in a decrease of the anticipated benefits of the Integration or in the premature termination of the Integration.

***Certain risks in connection with the business of the Consus Group are similar to the risks of our existing business, the benefits expected as a result of an acquisition of Consus Real Estate may not be fully realized or not be realized at all.***

The Company acquired a majority stake in Consus Real Estate AG (“**Consus Real Estate**” and together with its consolidated subsidiaries, the “**Consus Group**”) in several steps: On December 15, 2019, the Company entered into various share purchase agreements with minority shareholders of Consus Real Estate to acquire a 22.18% stake in Consus Real Estate, which, as a result of the Completion, increased to 25.75% due to the fact that ADLER Real Estate held 3.57% in Consus Real Estate prior to the Completion. On June 29, 2020, the Company exercised its call option under the call/put-option agreement with Aggregate Holdings S.A. (“**Aggregate**”) for the acquisition of 69,619,173 shares in Consus Real Estate, as amended (the “**Call/Put-Option Agreement**”). The settlement of the call option exercise under the Call/Put-Option Agreement occurred by transfer of the newly issued shares in the Company and transfer of the Company’s existing shares previously indirectly held by ADLER Real Estate (the “**Consus Real Estate Acquisition**”).

On December 13, 2020, the Company announced that it has resolved to further increase its stake in Consus Real Estate, which, at that time, amounted to approximately 65.0%. As part of two distinct capital increases against contributions in kind, implemented on December 14 and December 15, 2020, respectively, the Company acquired shares in Consus Real Estate from certain other shareholders of Consus Real Estate at an exchange ratio of 0.272 new shares of the Company for each share of Consus Real Estate by way of contribution of a total of 46,780,535 shares of Consus Real Estate in exchange for 12,724,303 new shares of the Company (the “**Consus Increases**”). Following the completion of the Consus Increases, ADLER held a stake of approximately 94.0% in Consus Real Estate. Against this background, the Company had decided not to pursue the voluntary public tender offer in the form of an exchange offer to all Consus shareholders at that time. However, the Company may seek to further increase its shareholding in Consus going forward.

The Consus Real Estate Acquisition and the Consus Increases are part of our strategy to benefit from access to Consus Real Estate’s development platform with a pipeline of over 15,000 residential rental units that is focused on Berlin, Cologne, Düsseldorf, Dresden, Frankfurt am Main, Hamburg, Leipzig, Munich and Stuttgart (together, the “**Top 9 Cities**”). There is no assurance that the anticipated benefits of the Consus Real Estate Acquisition will be realized in full or at all. Prior to the Consus Real Estate Acquisition, we conducted a restricted due diligence on the basis of limited information. Therefore, certain important circumstances relevant

for the valuation of Consus Real Estate, including its internal business operations and financial reporting, may not have been adequately or sufficiently considered. In particular, we may not have been in a position to adequately and sufficiently identify and assess all risks in connection with the Consus Real Estate Acquisition and the Consus Increase.

***The Consus Real Estate Acquisition exposes us to operational risks related to the development of real estate projects.***

The majority of Consus Real Estate's revenue is generated from the development of real estate projects. The development of real estate projects involves specific significant risks to which the Company is exposed by way of the Consus Real Estate Acquisition. The Company may overestimate the value of and/or the business opportunities of or associated with the Consus Real Estate Acquisition due to numerous factors, in particular the inability to identify all risks associated with the development of real estate properties.

Consus Real Estate's profitability will depend on its ability to successfully acquire land plots, listed buildings and commercial real estate properties suitable for development, either through building, conversion or redevelopment, at financially attractive prices in appropriate geographic locations and at terms that are in line with its acquisition strategy and criteria.

A key factor contributing to Consus Real Estate's future growth and profitability is the ability to identify and, at financially attractive prices, acquire land plots or properties utilizing Consus Real Estate's sourcing network, in particular through the individual contacts of its branches. There can, however, be no assurance that Consus Real Estate's sourcing network will be able to continue identifying acquisition targets or that Consus Real Estate will be able to maintain its sourcing network in the future. In addition, Consus Real Estate's ability to acquire land plots or real estate properties for its business may be adversely affected by the willingness of sellers to sell at financially attractive prices, the availability of acquisition financing, regulatory requirements, including those relating to building, zoning and environmental laws and various other market conditions. In addition, the emergence of competitors with similar business models and strategies may lead to an increasing demand for suitable real estate properties and may, therefore, lead to an increase in the acquisition costs for development opportunities or affect Consus Real Estate's acquisition opportunities. Moreover, there can be no assurance that Consus Real Estate will be able to acquire any of the identified land plots or properties on attractive terms, if at all. Additionally, Consus Real Estate may not be able to secure all necessary permits on a timely basis or on economically viable terms, or at all.

In connection with the acquisition of land plots or properties, Consus Real Estate is exposed to risks caused by the condition of the real estate property and the inaccurate assessment thereof. Consus Real Estate may not be able to identify all material risks in connection with the due diligence processes it conducts. Due to market competition and limited time frames between introduction of an acquisition opportunity onto the market and the transaction closing date, Consus Real Estate's ability to evaluate acquisition opportunities and to engage in a diligent analysis of the specifics and constraints imposed by a seller may be limited. There can be no assurance that Consus Real Estate has been or will be in a position to accurately identify, examine and evaluate all risks associated with an acquisition. For example, Consus Real Estate may not be able to assess whether the original owner of an acquisition target or any potential successor has obtained, maintained or renewed all required permits, satisfied all permit conditions and obtained all necessary licenses. Acquisition targets may suffer from hidden defects, including contaminations, or damages that Consus Real Estate was not able to discover during the acquisition process.

Consus Real Estate is also exposed to various risks relating to defective construction work or the use or installation of defective construction materials by third-party suppliers or contractors. The warranty, guarantee or indemnity protection set forth in Consus Real Estate's contracts with such third-party suppliers and contractors, and the arrangements with insurance providers to insure against certain risks, may prove to be insufficient or may not adequately protect Consus Real Estate against relevant risks. Furthermore, it may not be able to enforce claims in the respective amount, or at all, due to the third-party contractor's or supplier's insolvency, or for other reasons. Significant liabilities may not be identified or may only come to light after the expiry of Consus Real Estate's warranty, guarantee or indemnity claims. Any claims relating to defects arising from or related to one of Consus Real Estate's development projects may give rise to contractual or other liabilities, which can extend, depending on the relevant contractual or statutory provisions, for five years following completion of the development project and may not be covered by claims against Consus Real Estate's contractors or suppliers.

In addition, unanticipated cost overruns and substantial delays can arise in a development project due to numerous factors, including increases in the acquisition costs for land, lack of availability and increases in the costs of building materials, adverse events affecting contractors and sub-contractors (e.g. their employees not being granted entry into Germany due to the Coronavirus or their insolvency), increases in the costs of

professional service providers, unidentified property defects, and unforeseen technical and ground conditions. In particular, higher building costs than expected may arise due to the current labor market in Germany, which exhibits a shortage of qualified personnel in the construction sector. Delays can also arise during the building permits application process as, for the realization of its development projects, in some cases zoning plans (*Bebauungspläne*) have to be drawn up and Consus Real Estate has to acquire a variety of approvals from local authorities, including building permits (*Baugenehmigungen*). Any such delay could result in significant cost increases and, ultimately, negatively affect the profitability of Consus Real Estate's business operations.

Consus Real Estate sold and may sell certain of its real estate developments to institutional purchasers by entering into forward sale agreements. Such forward sales can, in general, be delayed due to economic uncertainty and the willingness of institutional purchasers to invest may decline in an economic environment shaped by the Coronavirus. If Consus Real Estate is unable to enter into forward sale agreements, even after letters of intent were negotiated or agreed, or fulfill its obligations under the forward sale agreements by completing the respective project development as planned, that would permit it to refinance the acquisition costs and finance the development of a project, Consus Real Estate may experience delays in or fail to launch real estate development projects. In this event, it may have to hold real estate properties or real estate development projects for a longer period than anticipated at the time of acquisition, or, alternatively may have to dispose of an undeveloped real estate property at a price that may not provide an adequate return, if any, or may result in a loss. Additionally, any forward sale agreement may not materialize on the terms agreed upon, including as a result of amendments, withdrawals, failure to make payments or terminations by institutional purchasers. In the event that the purchaser withdraws from or terminates the forward-sale agreement, Consus Real Estate must bear the costs in connection with the sale of the property. Institutional purchasers are generally entitled to withdraw from the forward sale agreement if Consus Real Estate does not meet the agreed milestones, irrespective of the reasons, including delays related to the Coronavirus. For example, in October 2020, Consus Real Estate was notified that one institutional purchaser withdrew from its purchase of 205 residential apartments in the Vitopia-Campus Kaiserlei due to construction delays. In such event, Consus Real Estate is obligated to bear the costs in connection with the forward sale agreement and in most cases will also be obligated to pay compensation to the respective institutional purchaser. Furthermore, Consus Real Estate may be unable to let residential units in its developed properties as required under the respective forward sale agreement in a timely manner or at all, which in turn could impair Consus Real Estate's ability to complete such forward sale agreement, which in aggregate, across Consus Real Estate's various forward-sold development projects, could have a material adverse effect on its revenue and thus results of operations. Also, Consus Real Estate may not achieve the targeted rent per square meter or the targeted vacancy rate of a development as agreed under the forward sale agreement.

In addition, this Offering Memorandum contains figures representing the estimated gross development value ("GDV") of certain development projects. GDV is a measure of the total sales revenue that is expected to be generated from a project when it is fully developed. It reflects the expected sales value of the fully constructed and let development. The metric provides investors with the sense of scale of the business and of the total income to be generated from the portfolio.

***The synergies expected as a result of the Integration and of the Consus Real Estate Acquisition and the integration of the Consus Group into the ADLER Group could potentially not be fully realized or not realized at all or used up by expenses not anticipated.***

The Company believes that the Integration could entail various effects from synergies and economies of scale. In particular, it is anticipated that these effects will be realized by the continuous advancement of complementing services and offerings, a combined management organization, combined back-office functions, optimized local managements and a focus to achieve synergies with regards to the overhead costs of the ADLER Group. In addition to operational synergies, the Company expects certain financing synergies in relation to ADLER Real Estate's current indebtedness. In addition, synergies and economies of scale could also be realized by implementing certain corporate measures and intra-group transactions, including a debt-to-equity swap at the level of ADLER Real Estate Group, also to strengthen its balance sheet, as announced on October 2, 2020. However, such measures and transactions could be challenged by the Company's shareholders or third parties. As a result, there is no assurance that the Company will be able to implement such corporate measures and transactions as originally planned or at all. Additionally, the costs incurred with the realization of these synergies could be higher than currently estimated by the Company.

Following the Consus Real Estate Acquisition, the ADLER Group will seek to benefit from various synergy effects in connection therewith, e.g., a combined management organization, combined back office, streamlined local operations and reduced overhead costs. However, there can be no assurance that the anticipated synergies from the Consus Real Estate Acquisition will be realized in full or at all or that the underlying assumptions made in connection with estimates are complete and/or accurate. Moreover, the costs incurred in connection with the realization of these synergies could be higher than currently estimated by the Company. Any

incompleteness or inaccuracy in connection with the aforementioned assumptions or estimates could materially affect the expected synergies effects resulting from the Consus Real Estate Acquisition.

The integration of the Consus Group into the ADLER Group, which is a multiyear process, could potentially not be consummated as intended and could result in expenses not anticipated at all or not adequately accounted for and the Company could potentially be legally bound to consummate the integration regardless of a materially adverse change of its economic rationale. The successful integration of the existing workforces, IT systems, corporate cultures and corporate structures and the introduction of joint processes are essential to the success of the integration of the Consus Group. Such integration will be time-consuming and costly and could negatively affect the business operations of the ADLER Group and/or those of the Consus Group. The integration of the Consus Group could result in additional or unforeseen costs and any anticipated advantages could potentially not be realized in full or not at all.

***Minority shareholders of ADLER Real Estate, including shareholders that did not accept the ADLER Offer, as well as minority shareholders of Consus Real Estate may take measures to delay or prevent future plans or measures to facilitate the Integration as well as the integration of the Consus Group into the ADLER Group.***

Under German law, minority shareholders have certain rights. As of December 31, 2020, approximately 6.1% of the share capital and voting rights of ADLER Real Estate remain attributable to shareholders of ADLER Real Estate other than the Company. As of the same date, approximately 6.1% of the share capital and voting rights of Consus Real Estate remain attributable to shareholders of Consus Real Estate other than the Company. Minority shareholders exercising their rights, successfully or unsuccessfully, could result in a delay or disruption of any corporate structural measures intended in relation to ADLER Real Estate or Consus Real Estate (including, among others, a change in their legal form, a squeeze-out, the conclusion of a domination and profit-and-loss transfer agreement or a merger) to complete the Integration as well as the integration of the Consus Group into the ADLER Group. Any such delay or failure as well as legal disputes in relation thereto could delay or prevent the implementation of corporate structural measures contemplated to facilitate the Integration and, ultimately, could limit our control over and our access to the cash flows of ADLER Real Estate or Consus Real Estate (see also “—*The synergies expected as a result of the Integration and of the Consus Real Estate Acquisition and the integration of the Consus Group into the ADLER Group could potentially not be fully realized or not realized at all or used up by expenses not anticipated.*” and “*As part of the further integration of companies that we acquired, we may seek to enter into domination and profit and loss agreements, implement the squeeze-out of minority shareholders or engage in other reorganizational measures, all of which could be successfully challenged by shareholders or stakeholders and thus lead to significant additional burdens.*”).

***We rely on our ability to identify potential real estate portfolio acquisition opportunities in order to implement our investment strategies. We may not be able to identify all risks associated with any such acquisitions. Assumptions could prove to be insufficient or incorrect and a successful integration of acquisitions may not be achievable.***

As part of our strategy, we evaluate real estate portfolios in order to identify those that might complement our existing portfolio and our current management platform. Between January 1, 2017 and December 31, 2020, we have acquired 4,650 residential real estate units with a total residential area of 322 thousand sqm. Through the completion of the takeover offer for ADLER Real Estate, we acquired an additional 58,007 residential real estate units with a total residential area of 3,494,017 sqm. The units we have acquired or will acquire may generate less than the originally calculated rental income or operating profit due to inaccurate projections and assumptions or for other reasons. Although we have attempted and will continue to attempt to address the relevant issues, including for example tax, legal and operational management issues, arising from acquisitions, we may not have addressed and in the future may not address all relevant issues related thereto and to the successful integration of the acquired portfolios. In particular, the integration risks associated with acquisitions of large portfolios are high due to their significant size. The integration of any future portfolio acquisitions may not be successful or may be more difficult than expected due to legal and contractual restrictions and obligations. In addition, we may be unable to integrate acquisitions or realize anticipated synergies, economies of scale and cost-savings. We may become subject to contractual obligations under acquisition agreements pursuant to which we acquired our real estate portfolio, which limit our ability to fully integrate acquisitions on a legal and operational basis that may result in delays and unforeseen costs. Moreover, laws governing pensions, labor unions and works councils may also limit our ability to integrate acquisitions and especially to move employees from one legal entity to another. To the extent that we are not able to successfully integrate our current portfolio and any potential future portfolio acquisitions, we may be prevented from increasing revenues or reducing costs by achieving economies of scale in the manner that we anticipate. Any such failure could cause reduced levels of rental income and operating profit.

Furthermore, investments in properties involve considerable risks. We are not always able to obtain from the seller the records and documents that we need in order to fully verify that the buildings we acquire were constructed in accordance, and that their use complies, with applicable planning laws and building code regulations. We may only be able to conduct limited due diligence on, or the due diligence conducted may not accurately reveal the risks associated with, the properties or entities we plan to acquire. Accordingly, we may not be in a position to examine whether the original owners of the properties, and/or the properties themselves, have obtained all required permits for new buildings, satisfied all permit conditions, received all necessary licenses and fire, health and safety certificates, or satisfied all comparable requirements. In addition, the properties may suffer from hidden defects, such as contamination, and may thus require significant modernization investments. For example, while performing due diligence, we may not have discovered, or the seller may not have disclosed, that the properties that we have acquired have underground oil tanks underneath them or contain certain types of fungus which may weaken the structural foundations of our acquired properties. In addition, we may not have been able or may be unable to undertake (or obtain results for) all searches (including title and collateral searches), inspections and surveys (including intrusive environmental and asbestos investigations and technical surveys) that we might otherwise carry out in relation to comparable acquisitions. Accordingly, in the course of the acquisition of residential and other property portfolios, specific risks may not be, or might not have been, recognized or evaluated correctly. Thus, legal and/or economic liabilities may be, or might have been, overlooked or misjudged. These circumstances could lead to additional costs and could have an adverse effect on our proceeds from sales and rental income of the relevant properties. The assumptions we rely on when acquiring real estate, particularly with respect to anticipated rents, achievability of vacancy reduction, maintenance expenses, integration costs and expected proceeds from condominium sales, could turn out to be incorrect.

Although sellers typically make various warranties in purchase agreements that we enter into in connection with property acquisitions, it is possible that these warranties do not cover all risks or that they fail to cover such risks sufficiently. Additionally, a warranty made by a seller may be unenforceable due to the seller's insolvency or for other reasons. In some cases, a real estate seller makes no representation or warranty as to the sufficiency and correctness of the information that is made available in the context of a due diligence investigation, or as to whether such information remains correct during the period between the conclusion of the due diligence and the closing of the relevant acquisition. Accordingly, such risks can arise despite a thorough due diligence.

It could also subsequently become more difficult to let or sell certain properties because market rents could develop unfavorably and/or vacancy rates could increase. In addition, the various factors that affect market rents make it difficult to project future rental income, so that the rental income in relation to an acquired property can develop differently than projected.

Our current portfolios, or portfolios that may be acquired in the future, may not develop as expected. For example, targeted rent increases may not be implemented as planned due to a lack of tenants who are willing or able to pay increased rents, a negative development of the location or property or increased vacancy rates, for example due to unfavorable demographic or economic developments.

Any inability on our part to identify and assess all risks in connection with acquisitions as well as insufficient or inaccurate assumptions could hinder or render impossible a successful integration of acquisitions, as a result of which we may incur higher costs, lower rental income or divergent value developments.

***Our business is dependent on regional real estate markets and their liquidity, particularly Berlin, which may be subject to adverse market developments. Fluctuation in the development of the currently high demand and prices could make it difficult for us to conduct our business activities and to implement our strategy to capture additional growth opportunities.***

As of December 31, 2020, our real estate portfolio comprised 69,722 units (including ground floor commercial units and excluding developments, the commercial portfolio of Brack Capital Properties N.V. and inventories) of which 67,571 were residential units, with a portfolio value of €8.3 billion (excluding developments and sales portfolios (Germany III and Omega)). Prior to the completion of the takeover offer for ADLER Real Estate, all of the real estate that ADLER Group S.A. (formerly ADO Properties S.A.) directly and indirectly owned was located in Berlin, and Berlin continues to represent a significant part of our portfolio. As of December 31, 2020, 27.3% of the total number of residential units owned by the ADLER Group are located in Berlin. Accordingly, we are extensively dependent on trends in the Berlin residential real estate market, as well as general economic conditions and developments in Berlin. Our performance and the valuation of our properties are dependent on various factors including demographic and cyclicity trends in Berlin, purchasing power of the population, the development of the population, attractiveness of the particular locations of our properties, the unemployment rate and employment offers, infrastructure, social structure, and supply and demand for real estate space and assets in the respective locations and markets in Berlin. This could create a disadvantage compared to competitors who have a more geographically diversified real estate portfolio. In particular, the demand for

residential real estate is subject to rapid and occasionally unpredictable changes, including as a result of changes to economic conditions, interest rates and business confidence. The effects of any decline in the attractiveness of the Berlin real estate market and of any downturn or illiquidity in the Berlin real estate market could significantly harm our business. In addition, regional economic and political developments, and other trends in the Berlin market, have a significant impact on the demand for our residential real estate and the rents achievable, as well as on the valuation of our properties. Such local developments may differ considerably from overall developments in Germany. For example, the purchasing power of residents of eastern German states lagged behind the purchasing power of the residents of western German states in 2018 and 2019 (*source: GfK—Purchasing Power Germany*). While some cities and regions in eastern Germany have seen decreasing unemployment rates and growing purchasing power in recent years, there is no guarantee that this trend will continue. Furthermore, we are also affected by the German economic conditions as a whole, such as growth in gross domestic product (“GDP”), unemployment, interest rates, inflation and financing availability.

***Due to the potentially illiquid nature of the real estate market, we may not be able to sell any portion of our portfolio or investments in a timely fashion, on favorable terms or at all.***

We invest in real estate and in real estate companies and while our general strategy is to hold properties that we acquire, we may opportunistically from time to time sell properties or portfolios of properties if attractive opportunities or market conditions arise as well as for strategic reasons. Our ability to sell properties generally depends on the liquidity of the real estate markets at the time of the potential sale. The demand for real estate assets is influenced by, among other factors, the quality of the property, vacancy rates, the overall economic and market situation at the time of the sale, the level of interest rates and the availability of debt financing to market participants.

As a result, if we were required to sell parts of our portfolio, particularly on short notice or under legal, financial or time pressure, there is no guarantee that we would be able to do so in a timely fashion or on favorable terms or at all. In the event of a forced sale, for example, if creditors realize collateral, there would likely be a significant shortfall between the fair value of the property or property portfolio in question or the shares in the real estate company, as the case may be, and the price achievable upon the sale of such property or property portfolio or shares in such circumstances, and there can be no guarantee that the price obtained by us would represent a fair or market value for the property or property portfolio or shares.

***Existing rent restrictions in connection with the promotion of public authorities and with heat supply contracts could limit the rent levels we may be able to charge.***

Some of the properties that we have acquired are currently or have been subsidized by public authorities, mainly in the form of loans. As a result of such subsidies, certain restrictions are imposed, *inter alia*, on the maximum rent levels for the properties constructed, acquired or modernized using such subsidies and the eligibility of prospective tenants of publicly subsidized residential space. Such rent levels are significantly below current market rents for a number of rent restricted residential units, and it may be difficult to increase rents to market levels even after the lapse of the period in which subsidy restrictions apply. As of December 31, 2020, 2.6% (by sqm) of our residential units (excluding the properties held for sale) were subject to rent-restrictions that stem from public subsidies. In the fiscal year ended December 31, 2020, rental income from such residential units amounted to €8.0 million (or 2.8% of our total rental income), compared to €2.8 million in the fiscal year ended December 31, 2019 (or 2.5% of the total rental income for the fiscal year ended December 31, 2019 (excluding the units sold under the Gewobag Sale (as defined below))). As of December 31, 2020, approximately 31% (by units) of the rent restrictions as a result of subsidies are scheduled to expire by 2022. The subsidies are subject to certain conditions. If we become unable to meet those conditions or violate them, we may have to pay a fine (e.g. in the case of not meeting rent restrictions) or subsidies may even be subject to revocation. In addition, we are subject to certain restrictions relating to heat supply contracting (*Nahwärme* and *Fernwärme*). The German Federal Court of Justice (*Bundesgerichtshof*) has ruled that unless otherwise stipulated in the letting contract, a landlord is not allowed to introduce heat supply contracting without the tenant’s consent. One of the consequences of this ruling is that in some local rent sub-indices in Berlin, the margin by which we can increase the rent for residential units that we let with heat supply contracting has narrowed. Such limitation could ultimately restrict our ability to increase rents for the affected residential units and, ultimately, the profitability of our business activities and our ability to generate rental income in line with our strategy.

***In the future, the geographic and/or asset type composition of our property portfolio could change due to further acquisitions or divestitures.***

The geographic distribution of our property portfolio has changed in the past year and could further change in the future. The geographic distribution of our residential property portfolio as of December 31, 2020 was as follows: Berlin: 19,864 units (54% of gross asset value (“GAV”)), Lower-Saxony: 14,926 (14% of GAV),

North Rhine Westphalia: 12,164 units (12% of GAV), Saxony: 8,659 units (8% of GAV) with the remainder located in various other federal states.

In addition, we follow an opportunistic approach regarding acquisitions and focus on real estate property that we believe has potential for value increase. Consequently, we continuously seek acquisition opportunities throughout our key markets and the region of our strategic focus. Additionally, we monitor other markets that we believe may meet our investment criteria, which may result in acquisition opportunities outside of our key markets. Therefore, the geographical composition of our property portfolio may change further, either as a result of new acquisitions or as a result of divestitures of properties by us, in particular should we shift our strategic focus to new markets. A change in the geographical composition of the property portfolio may lead to increased concentration in certain geographical areas, or introduce or increase dependencies on regional market conditions in new or different geographical areas. These may have different fundamentals, trends or legal, regulatory and tax regimes than the current region where our real estate properties are located. A broader geographical distribution may also result in additional costs in connection with the management of the properties and reduce the benefits of economies of scale. A different geographical distribution of the property portfolio may result in reduced availability of market data, which could limit our ability to accurately predict the performance of our investments.

***Our business could be adversely impacted by negative developments in the economy and in the residential real estate markets in Germany.***

We are active in the residential real estate market in Germany and have focused our activities on various regional residential real estate markets in Germany. The success of our business therefore significantly depends on the development of the residential real estate market in Germany.

Real estate markets are generally susceptible to changes in the overall economy. Consequently, our business is affected by factors affecting the general economic environment, such as interest rates, levels of public debt, GDP, inflation rates and political and financial market conditions, primarily in Germany and our various submarkets. These factors play an important role in determining property values, rent levels, re-letting periods, overall demand, vacancy rates and turnover rates in these markets and submarkets. In addition, local and regional variations of these factors may vary significantly across our residential real estate portfolio. Our business is therefore highly dependent on macroeconomic and political developments, including changes in legislation, as well as other general trends affecting Germany.

As an export-driven economy, Germany is particularly affected by the development of the world economy in general and the Eurozone in particular. While unemployment rates in Germany were relatively low in recent years, public debt and unemployment levels remain high in many countries in the Eurozone, such as Italy, Ireland, Spain, Greece and Portugal, and future economic growth in the Eurozone is threatened by the fragile state of economic recovery in many Eurozone countries. The European and global economies may be impacted by many factors, *inter alia*, current geopolitical crises such as in Syria and the Ukraine, the uncertain economic prospects in China and other parts of the world, the results of recent and future elections in a number of Eurozone countries (including Germany) and other factors, such as the fluctuation of raw material prices and currency fluctuations. Furthermore, increased trade barriers resulting from the imposition of tariffs could negatively impact the global and regional economies. For example, in June 2018, the U.S. introduced new trade tariffs on certain steel and aluminum products (in addition to imposing punitive tariffs on trade partners such as China, Canada or Mexico). In response, the European Union (the “EU”) introduced tariffs on a list of American signature products. Any further escalation of trade disputes could lead to a worsening economic environment or outlook. In addition, strengthening populist movements in a number of EU member states create a risk of further destabilization of the EU and increased economic uncertainty. Such uncertainty and the resulting market volatility may create contagion risks for economically strong countries such as Germany and may spread to the Eurozone or other financial sectors and residential real estate markets.

In addition, the rapid spread of SARS-CoV-2 (the “**Coronavirus**”), first identified in December 2019, has resulted in a deterioration of the political, socio-economic and financial situation in Germany, and consequently this could have a negative impact on our business. Any widespread health crisis, including the Coronavirus and future pandemics, could result in our tenants being unable to pay their rents when due or at all, adversely affect the fair value of our real estate properties, cause a significant decline of aggregate rent levels in affected areas and, ultimately, affect our ability to access debt and equity capital on attractive terms, or at all.



***Our future growth depends on the availability of real estate properties with value-add potential at reasonable prices, but growing competition and other factors may lead to increased prices and lower availability.***

As part of our business strategy, we seek to acquire residential real estate portfolios. Further acquisitions are only feasible, however, if attractive real estate portfolios and properties are available for purchase at reasonable prices. Given the current high demand for residential real estate in Germany, and, in particular, in Berlin, such portfolios and properties may be unavailable or available only on unfavorable terms. Any such development could impair the growth of our business and could prevent us from generating additional economies of scale and strategically developing our portfolio and properties for privatization through acquisitions and investing into our portfolios with attractive returns.

Our general ability to sell parts of our real estate portfolio depends on the state of investment markets and on market liquidity or declining real estate values. If we were required to sell parts of our real estate portfolio for the purpose of raising cash to support our operations, to repay debt or for other reasons, there is no guarantee that we would be able to sell such parts of our portfolio on favorable terms or at all. In addition, existing contractual obligations under loan or purchase agreements restrict our ability to sell certain parts of our portfolio. As of December 31, 2020, 2.6% (by sqm) of our residential units (excluding the properties held for sale) were subject to rent restrictions that stem from public subsidies. In the event of a forced sale of all or part of our real estate portfolio, for example if creditors realize collateral, there would likely be a significant shortfall between the price obtained and the carrying amount of the portfolio sold.

In addition, a number of factors beyond our control, such as the overall development of real estate markets, construction activity, zoning and planning laws, influence the availability of offices, hotels, logistics/wholesale, retail, and residential properties generally. There is no guarantee that we will be able to continue to identify or acquire a sufficient number of suitable properties at reasonable prices that will allow us to successfully implement our business strategy or grow our business effectively.

The supply of real estate properties and portfolios available for sale may also be reduced due to fewer sales by private or public sellers. If for instance state-owned entities reduce or cease privatizing or selling their real estate holdings, as they have done over the past years, then supply, in particular for residential real estate, could be reduced, which may result in increased competition for acquisitions of suitable properties and may motivate potential sellers to sell properties through an auction process. The use of auction processes for the sale of properties has become increasingly common and may increase in the future. Any of these factors may result in increased prices for the types of properties which are our strategic focus. As a result, it could be more difficult for us to successfully acquire properties, which could limit our ability to grow our businesses effectively.

We are exposed to competition from national and international investors in the markets in which we operate. We compete to acquire attractive properties with other investors, such as international real estate funds, German open-ended and closed-ended funds and publicly listed German real estate companies, any of which may have greater resources, better information or better access to properties or financial resources and lower costs of capital than we do. We also compete with other property companies, investment funds, institutional investors, building contractors, individual owners and other entities to attract and retain suitable tenants on favorable terms. Competition in the real estate markets we target is generally intense and could further intensify in the future. There is no guarantee that we will be able to successfully compete in any of the regions within our strategic focus or will be able to enter new regions successfully. Changes in law or regulation may also create environments in which we can no longer effectively compete. In the future, increased competition could also require us to change our business strategy in part or in whole and could affect our ability to generate sufficient income. There is significant competition among potential acquirers in the German residential real estate market, and there can be no assurance that we will be able to implement our growth strategy or to successfully complete acquisitions.

Any inability to adequately react to regional real estate markets and their developments could jeopardize our efforts, business activities and strategic goals, including our strategy to capture external growth opportunities.

***We are exposed to certain risks in connection with development projects, including construction defects, availability of contractors, cost-overruns as well as health, safety and environmental risks.***

With respect to our residential development projects, we are exposed to various risks relating to defective construction work or the use or installation of defective construction materials by third-party suppliers or contractors. The warranty, guarantee or indemnity protection set forth in our contracts with such third-party suppliers and contractors, and the arrangements with insurance providers to insure against certain risks, may prove to be insufficient or may not adequately protect us against relevant risks. Furthermore, we may not be able to enforce claims in the respective amount, or at all, due to the third-party contractor's or supplier's insolvency or for other reasons. Significant liabilities may not be identified or may only come to light after the

expiry of our warranty, guarantee or indemnity claims. Any claims relating to defects arising from or related to one of our residential development projects may give rise to contractual or other liabilities, which can extend, depending on the relevant contractual or statutory provisions, for five years following completion of the development project and may not be covered by claims against our contractors or suppliers.

Moreover, our ability to successfully complete our development projects on time, at the anticipated quality or at all, depends on the availability of contractors, service providers or sub-contractors. We may fail to meet standards and/or deadlines agreed with contractors and service providers and there can be no assurance that we will be able to hire qualified and reliable contractors. Contractors and service providers may be adversely affected by economic downturns, insolvencies or any other risks inherent to the provision of any such services as well as force majeure incidents such as the Coronavirus. These risks include damages caused by severe weather conditions (e.g., fires, floods or natural disasters) and construction-related delays due to personnel shortages, strikes, building site safety, governmental permits, adverse weather conditions, shortage of or inability to source building materials and transportation issues, any of which may be influenced by the respective parties' reliance on third parties. Among others, any of the aforementioned risks may result in significant cost overruns and project delays. Furthermore, we are exposed to cost increases in connection with services of contractors, service providers and sub-contractors. Any cost increases could adversely affect our ability to earn the projected yields related to our residential development projects.

Developing real estate entails certain health, safety, and environmental (“HSE”) related risks. A significant HSE incident at one of our development projects or a general deterioration in our HSE standards could put our employees, contractors or the general public at risk of injury or death and could lead to litigation, significant penalties or damage to our reputation. We may be liable for the costs of removal, investigation or remediation of hazardous or toxic substances (including asbestos) located on, under or in a property currently or formerly owned by us, whether or not we caused or knew of it. Furthermore, we may also be deemed to be responsible for latent or historic risks from unknown contamination, or may incur greater liability or costs than originally anticipated. The costs of remediation, investigation or defending against claims can be substantial, and they may not be covered by warranties and indemnities from the seller of the affected land plot or property or by our insurance policies, or may prove unenforceable. Any failure in HSE performance, including any delay in responding to changes in HSE regulations, may result in penalties for non-compliance with relevant regulatory requirements. Monitoring and ensuring HSE best practices may become increasingly expensive for us in the future if additional HSE requirements were to come into effect.

***We may face additional legal risks in relation to development projects in connection with the Consus Real Estate Acquisition.***

The Consus Group's business is exposed to the risk of non-compliance with building codes or environmental regulations. These regulations are frequently implemented retro-actively, thereby also impacting previously built real estate properties. There can be no assurance that all building codes or environmental regulations were, or are, complied with for all of Consus Group's real estate properties. In the future, Consus Real Estate may acquire real estate properties that are, at the time of the acquisition, not in compliance with building codes or environmental regulations which remain undiscovered during the acquisition process. There can be no assurance that landlord responsibilities relating to environmental regulations, including, among others, environmental protection and energy efficiency, will not be amended or tightened in the future. Adapting to future regulations could require implementing extensive modernization measures which, in turn, may require the grant of building permits to be issued by relevant building authorities. There can be no assurance that such permits will be issued promptly, or at all. Subsequently, we may not comply with the applicable building codes or environmental regulations and ultimately be in violation thereof.

Furthermore, the lack of building permits (*Baugenehmigungen*) or incomplete documentation thereof could have adverse consequences under German law. Any lack of permits may partially or completely entitle the authorities to prohibit the use of the real estate property to the extent that such use is not covered by the required permit (“**Formal Illegality**”). In addition, building permits frequently set forth certain requirements, for example, in relation to the statics or the structural stability of a building. In the event that we fail to comply with such requirements, the constructed building would not be compliant with its building permit and therefore subject to Formal Illegality. To the extent that the status and the use of the property is not in line with currently applicable laws (“**Material Illegality**”), any missing permits may not be granted. In the event of Material Illegality, there is no protection from the limitation of the use of the property and a partial or complete demolition of the existing real estate property may be ordered by the respective authorities. In the case of Formal Illegality and/or Material Illegality, sole discretion rests with the relevant authorities to decide to what extent to intervene, if at all. However, even if the authorities do not intervene, the existence of any of these circumstances may have an adverse effect on Consus Real Estate's ability to sell a non-compliant development project or commercial real estate property.

In addition, some of the Consus Group's real estate properties are subject to public easements (*Baulasten*) or easements in the land register (*Dienstbarkeiten*) for the benefit of other real estate properties or persons. Public easements and easements in the land register may affect the extent of structural use of a property, e.g., individual areas may not be built on or the extent of structural use may be limited with regard to *inter alia* permissible floor area, floor space index or basic area index. In addition, certain of the Consus Group's development projects are located in urban planning zones (*Gebiete des besonderen Städtebaurechts*) which are issued by municipalities in order to remediate specific planning deficiencies or facilitate specific urban developments. The Federal Building Act (*Baugesetzbuch*) provides for different types of special urban planning zones, such as redevelopment areas (*Sanierungsgebiete*), conservation areas (*Erhaltungsgebiete*) or development areas (*Entwicklungsgebiete*). Existing properties located in areas, which are designated as special urban planning zones following the erection of such properties as well as properties which will be built in such urban planning zones may be subject to certain restrictions. Such restrictions include municipal pre-emptive rights or the requirement of a written permission of the municipality, for example, for rental agreements for a certain period of more than one year, property purchase agreements, the subdivision of a plot or the establishment, modification or revocation of a public easement. Additionally, it may be required to use the property in accordance with the aims and purposes of the respective planning zone. If one does not comply with such requirements, the municipality may initiate expropriation proceedings. Furthermore, in order to facilitate the redevelopment, the municipality may undertake infrastructure measures and may force the developer to compensate the respective municipality for any increase in the value of the properties resulting from such measures.

***In connection with certain acquisitions, we have entered into contractual obligations that restrict our ability to freely divest parts of our portfolio or to increase rents for certain units or to rent to tenants not eligible for subsidized housing, and thereby potentially prevent us from extracting the maximum value from the affected properties.***

Residential real estate transactions often include contractual clauses that restrict a buyer's right to divest the acquired portfolio or increase rent on the acquired residential units. Furthermore, sellers often restrict the buyer's right to terminate existing leases, which reduces the attractiveness of the affected units for prospective purchasers. The aforementioned restrictions are especially common in connection with the privatization of publicly-owned properties, where the selling public authorities often intend to mitigate potential social effects of such transactions, or when these portfolios are subsequently sold on to third parties. Usually, most obligations lapse in full or in part after a certain period of time. These limitations include in particular:

- restrictions on sales;
- preferential subscription rights;
- restrictions on the termination of lease agreements;
- restrictions on permitted use; and
- restrictions on rent increases.

In addition to these contractual obligations entered into in connection with acquisitions, we have acquired properties that have received subsidies from public authorities which restrict the level of rents chargeable on a part of our portfolio. For more information, see “—Existing rent restrictions in connection with the promotion of public authorities and with heat supply contracts could limit the rent levels we may be able to charge.”

The aforementioned restrictions may limit our ability to attractively market parts or all of our portfolio, which in turn could potentially restrain our ability to capitalize on business opportunities, to pass up opportunities for streamlining and generate profit. They could thereby lower the overall value of our property portfolio and limit our ability to generate cash flow from selective divestitures.

***While we employ and work together with a large number of service providers, on whose performance we are dependent, we also have an integrated platform for active asset management and privatizations, which increases our personnel expenses and other fixed costs and may impose limitations to a more flexible business approach as compared to competitors that outsource these services.***

We have implemented a multi-faceted human resource approach to enable flexible management of service volumes by contracting with a large number of service providers and to, at the same time, retain key business competences within the portfolio management by means of our integrated active asset management and privatization platform.

We employ and work together with a large number of service providers, including energy providers, providers of minor repairs and maintenance services and construction companies and therefore are dependent on their performance. Such services may not be rendered in a timely manner or their quality may not comply with our requirements, regulatory framework or stipulations included in the service contracts. Moreover, certain contractors may experience operational or financial issues and certain services may become unavailable to us as a result thereof. Any failures by contractors to deliver in accordance with their contractual obligations may result in delays and additional expenses for us.

Since 2007, we have operated a fully integrated platform whereby we use our own personnel for key functions from portfolio management to modernization and privatization. In 2013, we added facility management to our platform. For these purposes, we have our own business areas of asset and portfolio management, property and facility management, and construction management. As further acquisitions take place, we may increase the number of personnel that work in these areas in the future. In addition, we have entered into agreements with third parties for providing additional asset management and further services in order to benefit from their expertise and support in the respective areas. Our ability to manage our operations and growth requires the continuous improvement of operational, financial and management controls, reporting systems and procedures. If, as a result of business or economic conditions, we were forced to scale down our business operations, it would be substantially more difficult and costly for us to reduce our headcount than to reduce the services provided by third-party contractors.

Despite the existing quality control procedures, the quality of services rendered by our own employees could fall below the level of services performed by third-party contractors and reduce the attractiveness of our properties. Since some of these tasks are performed internally, we may not be in a position to claim compensation for damages from third parties for non-performance or improper performance. Moreover, if services rendered by our employees are not performed as scheduled or in a timely manner, or if the quality of work or the delayed execution of our work falls below applicable standards, we may face claims from our tenants, including rent reductions and additional compensations, or may not be in a position to re-let vacant units that require maintenance and modernization before new tenants can move in. In addition, in the course of rendering services, our employees, third-party suppliers, tenants or other individuals may be injured which, ultimately, exposes us to liability risks in relation thereto.

If the services from third-party providers are not performed in accordance with their contractual obligations or services, including those rendered by personnel of our integrated platform for portfolio management and privatization, are not performed as scheduled or if the quality of work falls below applicable standards, we may face claims from our tenants or from purchasers of individual residential units and may be exposed to delays and additional expenses, and ultimately not be in a position to re-let vacant units that require maintenance and modernization before new tenants or purchasers can move in.

Any failure to efficiently implement our multi-faceted human resource approach may result in delays, additional expenses, the general failure to be in a position to make apartments available to tenants or purchasers on time, if at all, which could lead to liability claims.

***Our property portfolio contains some commercial units, which are subject to different risks than our residential rental units.***

As of December 31, 2020, our properties included a total of 2,151 commercial units. Our commercial units compete with other commercial properties in the neighborhood, demand for such units is site- and location-specific, which may result in narrower demand relative to residential units and may lead to prolonged or permanent vacancies. In terms of rent, the risk is more concentrated as lease contracts are usually made for higher amounts than for residential units. In addition, the re-letting of a commercial unit generally takes longer than the re-letting of a residential unit. Also, in the event of an economic crisis the demand for commercial units is adversely affected quicker than the demand for residential units. Finally, any vacant commercial unit, or a leased commercial unit that conducts a dubious type of business, within our residential properties may in turn negatively impact our ability to retain residential tenants or locate new residential tenants for that property.

***We are exposed to risks related to the structural condition of our properties and their maintenance, repair and modernization.***

In order to sustain demand for a rental property and to generate adequate revenue through rental income over the long-term, a property's condition must be maintained, repaired and/or improved to a standard that meets market demand and complies with environmental and building laws and extensive regulations (see “—*Regulatory and Legal Risks—Our business is subject to the general legal environment in Germany. Any disadvantageous changes in the legal environment, such as mandatory environmental modernization provisions, restrictions regarding modernization measures or provisions (including taxes) that result in the*

*incurrence of costs in the event of a property sale, or disadvantageous changes to the Berlin Mietspiegel regulation, may be detrimental to us.”). Typically, the costs associated with maintaining a rental property at market standards are borne primarily by the property owner. As maintenance, repair and modernization are required to comply with changing legal or market requirements (e.g. with regard to energy saving), we may incur substantial additional expenses. In Germany, rent increases to compensate for these expenses may only be introduced under certain conditions and rent increases for all modernization projects announced as from January 1, 2019 must not exceed 8% of the total costs incurred in connection with the modernization measures and are capped at €3.0 per square meter within six years, or if the rent is less than €7.0 per square meter the rent may only increase by €2.0 per sqm within six years. In addition, we may not be able to increase rents to the extent legally permissible as a result of prevailing market conditions or the inability of tenants receiving social welfare (*Arbeitslosengeld II, Hartz IV*) and housing subsidies (*Wohngeld*), as is the case for a part of our tenants, to afford these increased rents or otherwise.*

Although we constantly review the condition of our properties and have established a reporting system to monitor and budget the necessary maintenance, repair and modernization measures, numerous factors may generate substantial cost overruns or unexpected increases in costs for maintenance, repairs and modernization. These factors, which may include the material and substances used at the time of construction, currently unknown building code violations, the age of the relevant building and/or any inability to process damage reports in a timely manner, could result in substantial unbudgeted costs for refurbishment, repairs, modernization, damages arising from the delayed execution or non-execution of repairs and/or maintenance measures, decontamination required to remove and dispose of any hazardous materials (e.g. asbestos) which are harmful to the health of the residents, or other maintenance or upgrade work.

We would incur additional and unexpected costs if the actual costs of maintaining or modernizing our properties were to exceed currently recognized cost levels, if we are not permitted to raise rents in connection with maintenance and modernization due to statutory or contractual constraints, or if hidden defects that are not covered by insurance or contractual warranties are discovered during the maintenance or modernization processes. Moreover, due to the Berlin rent freeze (*Mietendeckel*), we have previously significantly decreased our maintenance and capital expenditure in relation to our property portfolio located in Berlin. On April 15, 2021, the German Federal Constitutional Court (*Bundesverfassungsgericht*) held that this rent freeze is void. However, there is no assurance that any similar legislative decisions or measures will be taken in the future.

Any failure to undertake appropriate maintenance and modernization work at all or on economically reasonable terms in response to the factors described above could adversely affect the rental income earned from affected properties. Such failures could entitle tenants to withhold or reduce rental payments or even to terminate existing letting contracts.

***We may be unable to find or retain suitable tenants on acceptable terms, and existing tenants may be unable to meet their payment obligations.***

The letting of real estate is the most important aspect of our business. Our rental income depends on, *inter alia*, our ability to let our properties at profitable rent levels. Such efforts are influenced by a number of factors, including the remaining term of existing lease agreements, the commercial conditions of current tenants and the attractiveness of residential real estate units for new or existing tenants. We may be unable to renew expiring lease agreements on acceptable terms or to find suitable tenants willing to enter into new lease agreements. There is also no guarantee that we will be able to successfully compete for suitable tenants with other landlords, who may be able to offer more attractive properties, lease terms and/or rent levels. If we misjudge the current or future attractiveness of our properties, it may be difficult to find suitable tenants that are willing to rent our properties at the rent levels or for the time periods anticipated by us. To a lesser extent, the same applies to our ability to let our commercial real estate properties.

Failure to find and retain suitable tenants may prevent us from maintaining our current vacancy rate or letting vacant space, or may force us to reduce the rent levels to demands from current and future tenants. In addition, the financial capacity or creditworthiness of our tenants may deteriorate over time, reducing their ability to make payments under their leases on time or at all. Reductions in tenants’ abilities to make payments under their leases may force us to reduce rent levels for the relevant properties, resulting in rental income that is significantly lower than originally estimated, while our operating and financing costs might remain largely fixed or even increase. We may also be forced to engage in expensive and time-consuming administrative or legal proceedings in order to evict certain defaulting tenants. Further, insolvency or other restructuring activities undertaken by our tenants, with or without our consent, may result in modifications to the terms of our leases. Although we do not consider any single rental agreement to be material to our position, we take steps to verify the financial capacity of our tenants prior to entering into leases with them and, as such steps may not always be adequate or may not reveal undisclosed problems with such tenant’s financial capacity. Ultimately, however, we may enter into a significant number of rental agreements on the basis of inadequate verification processes

that could, in turn, collectively have a materially adverse impact on us as a whole. In addition, we cannot predict the financial stability of our tenants going forward and we may ultimately be exposed to the risk of cumulative financial instability of a significant number of our tenants.

***Damage to our reputation and any reduced tenant satisfaction may result in reduced demand for our residential units and may make it more difficult for us to raise capital on favorable terms or at all.***

If we are unable to maintain our reputation and high level of customer service, tenant satisfaction and demand for our services and properties could suffer. In particular, harm to our reputation could make it more difficult for us to let our residential units and could lead to delays in rental payments or the termination of rental contracts by our tenants. Any reputational damage due to our inability to meet customer service expectations could consequently limit our ability to retain existing tenants and attract new tenants. Furthermore, harm to our reputation could impair our ability to raise capital on favorable terms or at all. Any downturn in tenant satisfaction, demand for our services and properties and any damage to our reputation could have a material adverse effect on our business, net assets, financial condition, results of operations, cash flows and prospects.

***Our information technology systems could malfunction or fail.***

Our information technology systems are essential for our business operations and success. Any interruptions in, failures of, or damage to our information technology systems or our voice-over-internet-protocol telephony system could lead to delays or interruptions in our business processes such as the outage of our customer service or rental hotlines. In addition, we outsource some of our information technology services. Any interruptions or failures by the provider of such services could lead to business process delays and negatively affect our information technology system. In particular, our information technology systems may be vulnerable to security breaches and cyber-attacks from unauthorized persons outside and within the ADLER Group. Any malfunction or impairment of our computer systems could interrupt our operations, lead to increased costs and may result in lost revenue. We cannot guarantee that anticipated and/or recognized malfunctions can be avoided by appropriate preventive security measures in every case. The integration of newly acquired portfolios into our information technology systems presents further risks.

If our information technology system and/or backups were to fail, we would have to recreate existing databases, which would be time-consuming and expensive. We may also have to expend additional funds and resources to protect against or to remedy potential or existing security breaches and related consequences. If information technology services provided by service providers were interrupted or were to fail, we possibly might not be able to cover the damages suffered due to reasons including liability limitations or insolvency of the service provider.

In addition, due to the constant development of information technology we might decide to outsource further information technology services or replace a current information technology service provider. If we had to engage a new or replace one of our current information technology service providers, a migration of information technology services would tie up resources that cannot be deployed elsewhere. Such a migration would likely incur substantial costs and potential interruptions in our business processes as well as potential losses of data and could have a material adverse effect on our business, net assets, financial condition, results of operations, cash flows and prospects.

***We, as well as certain of our group companies, are subject to certain obligations and restrictions due to the respective listings.***

The Company's shares and ADLER Real Estate's shares are admitted to trading on the regulated market segment (*Regulierter Markt*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) with simultaneous admission to the sub-segment thereof with additional post-admission obligations (Prime Standard); the shares of WESTGRUND Aktiengesellschaft are included to trading on the open market segment (*Freiverkehr*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) and admitted to trading on the regulated market segment (*Primärmarkt*) of the Düsseldorf Stock Exchange (*Börse Düsseldorf*); and the shares of Consus Real Estate AG are included to trading in the Scale segment of the open market segment (*Freiverkehr*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) and in the m:access segment of the open market segment (*Freiverkehr*) of the Munich Stock Exchange (*Börse München*). Consequently, the Company is exposed to the restrictions and obligations arising from the applicable laws and regulations in Germany as well as the requirements of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*), the Düsseldorf Stock Exchange (*Börse Düsseldorf*) and the Munich Stock Exchange (*Börse München*). These stock listings impose obligations and restrictions under and in connection with, amongst others, (i) the applicable capital markets provisions on an EU level, such as the European Regulation (EU) No 596/2014 of 16 April 2014 on market abuse, including the prohibition of insider trading and obligations to draw up insider lists and disclose inside information, (ii) the implementation of related EU directives in Germany and

Luxembourg, respectively, (iii) national legislation in Germany and Luxembourg, and (iv) the applicable rules of the relevant stock exchange. Any violation or breach of these laws and regulations could affect the overall reputation of the Company and the Group and, depending on the case, expose the Company, ADLER Real Estate, WESTGRUND Aktiengesellschaft and Consus Real Estate AG to administrative or judicial proceedings, which could result in adverse judgments and administrative fines.

### **Risks related to the ADLER Group's Financial Situation**

*Property valuation is inherently subjective and is based on assumptions that may prove to be inaccurate or affected by factors outside of our control. The property valuation serves as a basis of and is combined with other factors for our fair value model, which ultimately could require write-down revisions of the current fair values of our investment properties.*

Property assets are inherently difficult to value due to their lack of homogeneity and liquidity. The ADLER Group records investment properties at fair value, which is the price that would be received when selling an asset or transferring a liability in an orderly transaction between market participants at the measurement date. The investment properties of the ADLER Group are generally appraised as of June 30 and December 31 of each year.

Valuations are based on assumptions that could subsequently turn out to be incorrect. The recording of investment properties at the cost of acquisition or production occurs only at the time the property is received. On the balance sheet dates subsequent to the accession of the property, the fair value of the property is used. The equity attributable to shareholders calculated on the basis of the best practice recommendations of the European Public Real Estate Association (“EPRA”) (amended for the value from the revaluation of inventories and adjusted for deferred taxes, the fair value of derivative financial instruments) (“EPRA NAV”) reflects the fair value of net assets on an ongoing and long-term basis.

The best evidence of fair value is supplied by, for example, the general market environment, interest rate levels, the creditworthiness of the tenants, conditions in the rental market and the quality and potential development of the locations. The valuation of real estate is therefore subject to numerous uncertainties.

The past or future assumptions underlying the property valuations may later be determined to be erroneous. For example, the Berlin rent freeze (*Mietendeckel*) was held void by the German Federal Constitutional Court (*Bundesverfassungsgericht*) on April 15, 2021 and there is no certainty regarding the potential economic effects and outcomes of any similar future legislative decisions or measures. Accordingly, there is a risk that if a downturn occurs in the real estate market or the general economic situation, we may need to revise downward the values of our total portfolio on the consolidated statement of financial position. Any change in fair value must be recognized as a profit or loss under the fair value adjustment.

The valuation of real estate is based on multiple factors that also include the appraiser's subjective judgment. In valuing properties, the appraisers are required to make certain key assumptions in respect of matters including, but not limited to, the existence of willing buyers, title to the property, condition of structure and services, deleterious materials, environmental matters, legal matters, statutory and regulatory requirements and planning, transaction pricing, estimated market rental values, market yields, expected future rental revenues from the property and other factors. The adoption of different assumptions would be likely to produce different valuation results and assumptions may prove to be inaccurate and could negatively affect the valuation of our properties.

Property valuations are complex, involve the use of data which is not publicly available and involve a degree of subjective professional judgment by the appraiser. As a result, any valuation presents the external appraiser's best estimate of the value of our properties or acquisition targets. However, there can be no assurance that the valuations accurately reflect the actual sale proceeds that will be achieved upon a sale (or purchase) of the properties valued, even where any such transaction occurs shortly after the relevant valuation date, and particularly if, due to unforeseen circumstances, we would be forced to sell (or purchase) properties under unfavorable conditions. Likewise, there can be no assurance that the estimated yields and estimated rental values will prove to be achievable.

Any deviation between the valuations of our properties or acquisition targets to the reflected value of the underlying properties may require us to make significant fair value adjustments in the future.

***In the event of a downturn or other developments in the real estate markets in Germany or a downturn in the interest rate environment, the fair values of the properties in our property portfolio may decline, which could materially impact the valuation of our property portfolio.***

We account for our real estate properties at fair value. The valuation model is predominantly based on the present value of net cash flows to be generated from the property in question, taking into account expected rental growth rates, vacancy periods, occupancy rates, lease incentive costs such as rent-free periods and other costs not paid by tenants, as well as capex and maintenance expenses related to the property. In specific cases the appraisers use special assumptions, assuming facts that differ from the actual facts existing at the valuation date or that would not be made by a typical market participant in a transaction on the valuation date. The expected net cash flows are discounted using risk-adjusted discount rates. Among other factors, the discount rate estimation considers the quality of a building and its location, tenant credit quality, lease duration and terms, and the interest rate environment. Due to the Berlin rent freeze (*Mietendeckel*), we had previously significantly decreased our maintenance and capital expenditure in relation to our property portfolio located in Berlin, which could lead to higher capex and maintenance expenses in the future in order to safeguard or reestablish the quality of the affected properties and could lead to a decrease of the fair value of our Berlin property portfolio. However, on April 15, 2021, the German Federal Constitutional Court (*Bundesverfassungsgericht*) held that this rent freeze is void. Nevertheless, there is no assurance that any similar legislative decisions or measures will be taken in the future.

Establishing the valuation parameters involves substantial judgment and such judgments may prove to be inaccurate. In addition, any change to valuation methodology, including as a result of changes to the statutory requirements, may result in gains or losses in our financial statements, based on the change to each property's valuation compared with prior valuations. There can be no assurance that any particular valuation could be realized in a third-party sale.

When evaluating our properties, we engage third-party appraisers. The valuations given to properties by third-party appraisers and reflected in our financial statements and in this Offering Memorandum may exceed or be below the actual amount of net proceeds which would be realized on the relevant property at the time of any sale, and are subject to fluctuation over time. Such variations may be driven by factors outside of our control and we may not be able to realize the full property value reflected in any valuation report.

The fair value determination also reflects not only the circumstances directly connected with the property but also the general conditions of the real estate markets, such as regional market developments and general economic conditions or interest rate levels. Accordingly, there is a risk that in the event of a downturn in the real estate market where the property is located or in the general economic situation, we will need to revise downward the value of our portfolio. In addition, rising interest rates generally may have a negative influence on the fair value of property portfolios, and may impact the value of our real estate portfolio (see “—Risks related to the ADLER Group's Business Activities and Industry—We are exposed to certain risks in connection with construction projects, including construction defects, availability of contractors, cost-overruns as well as health, safety and environmental risks.”).

Any change in fair value must be recognized as a profit or loss under the fair value adjustment. Any significant negative fair value adjustments that we are required to make could therefore have significant adverse effects on our financial condition and results of operations, as well as the market price of the Notes. Additionally, there would be negative effects on certain performance indicators, particularly with respect to net asset value (“NAV”) and our loan-to-value ratio (“LTV Ratio”), which may have a negative influence on the credit rating of the Company and may constitute a covenant breach under certain financing agreements or debt securities.

***An increase in general interest rate levels may increase our financing costs, while the current economic environment, characterized by relatively high values of our properties and the prices at which we are able to sell our properties, may decrease.***

When concluding financing agreements or extending such agreements, we depend on our ability to agree on terms and conditions pertaining to interest payments that will not impair our targeted profit, and to amortization schedules that do not restrict our ability to pay intended dividends. As of February 28, 2021 more than half of our outstanding financing arrangements expire in or after 2024. As of the date of this Offering Memorandum, the European Central Bank's low lead rate favorably impacts interest rates charged by banks to borrowers. This trend, however, may reverse itself, resulting in an increase in both interest rates and financing costs.

The global financial and economic crisis has resulted in increased uncertainty regarding future economic developments. This uncertainty regarding the general economic outlook has increased the popularity of investment opportunities that provide stable and largely predictable cash flows, such as investments in German residential real estate, especially in the current low-interest rate environment. The resulting increased popularity



of investments in residential real estate has resulted in an increase in property prices and the value of residential real estate companies. These developments could reverse themselves if, for example, interest rates were to rise, which could adversely impact us in a number of ways. For example, the Fair Value recorded on the Company's balance sheet in accordance with International Accounting Standard ("IAS") 40 in conjunction with International Financial Reporting Standards as adopted by the European Union ("IFRS") 13 tends to increase in an environment of rising interest rates, which in turn could result in our properties having a lower Fair Value.

Given our dependence on our ability to access financial markets for the refinancing of our debt liabilities and the access to equity financings to expand our business model, the continued instability or a further deterioration of the economic environment or the capital markets in some Eurozone countries may reduce our ability to refinance our existing and future liabilities. Furthermore, our counterparties, in particular our hedging counterparties, may not be able to fulfill their obligations under the respective agreements due to a lack of liquidity, operational failure, bankruptcy or other reasons (see "*—When we attempt to mitigate interest rate risk by entering into hedging agreements, we also become exposed to the risks associated with the valuation of hedging instruments and hedge counterparties and the hedging agreements may not be effective.*").

Our ability to refinance existing financing agreements on economically reasonable terms is, among others, affected by changes in the general economic environment, increases in interest rates and decreases in prices at which we are able to sell our properties.

***A downgrade or a withdrawal of the Company's current credit rating may impact our ability to obtain financing or issue further equity or debt and may have a negative impact on our debt costs and on the market price of the Notes.***

As of April 23, 2020, the Company is assigned a long-term issuer credit rating of "BB" with a stable outlook by S & P Global Ratings Europe Ltd. ("S&P") and, as of June 30, 2020, a "Ba2" rating with a stable outlook by Moody's Investors Service Ltd. ("Moody's").

The credit ratings of the Company may be downgraded or withdrawn in the future as a result of factors that are beyond our control, such as a deterioration in the real estate or financial markets, or weakened financial performance by us, or future exposure to the development business, which is characterized by increased capital expenditure and leveraged financial profiles.

Any negative change in the credit rating of the Company may make future financings and debt issuances by us more difficult and expensive, and may require us to, among other things, pay higher interest rates and/or provide increased collateral or other security if they are able to access additional financing at all. A downgrade or withdrawal of the credit ratings of the Company may also result in a breach of certain financial covenants in their respective credit lines, financing arrangements and/or debt issuances, and may have a material adverse effect on our businesses. A downgrade or withdrawal of the credit ratings of the Company may also result in a significant decline in the market price of the Notes.

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organization.

***We have a substantial level of debt and are dependent on refinancing significant amounts as they become due and we may not be able to extend our existing credit arrangements, refinance our debt on substantially similar terms when it matures or obtain acquisition financing on financially attractive terms when needed.***

We are currently negotiating various debt maturity extensions and any failure to achieve such extensions could require us to seek other financing sources. We may also require additional capital to finance or refinance our debt, capital expenditures, future acquisitions and working capital requirements. In order to undertake our planned programs such as refurbishment, and to acquire further real estate portfolios, we will likewise need to borrow additional funds or to raise additional equity capital. The extent of our future capital requirements will depend on many factors which are beyond our control, and our ability to meet such capital requirements will depend on future operating performance and ability to generate cash flows. Additional sources of financing may include equity, hybrid debt/equity and debt financings or other arrangements. There can be no assurance that we will be able to obtain additional financing on acceptable terms, or at all, when required.

If we do not generate sufficient cash flows or if we are unable to obtain sufficient funds from future equity or debt financings or at acceptable interest rates, we may not be able to pay our debts when due or to fund other liquidity needs which would severely limit our operating flexibility.

***Consus Real Estate requires a significant amount of cash to service its debt, and its ability to generate sufficient cash depends on factors that may be beyond its control and Consus Real Estate's debt service obligations may make it difficult to operate its business.***

Consus Real Estate utilizes a financing structure under which the acquisition of land plots or real estate properties is typically highly leveraged. Its development projects require significant up-front costs to acquire and develop land plots. Following an acquisition of a land plot, Consus Real Estate incurs considerable costs before construction work commences. Real estate development projects typically require substantial capital during construction periods and Consus Real Estate is dependent on its ability to obtain sufficient capital. Consus Real Estate depends on its ability to obtain and the availability of external funding to finance its operating business.

Consus Real Estate's targeted leverage ratio will depend on, among others, the valuation of its real estate properties. In the event that such valuation decreases materially, for example, if the currently favorable economic environment for the real estate industry deteriorates, Consus Real Estate may have to refinance its current financing arrangements to continue to meet its targeted leverage ratio, which may lead to higher financing costs. Consus Real Estate may also fail to enter into new financing arrangements on terms similar to previous terms due to a decreased valuation of its real estate properties.

To service and refinance its existing and future indebtedness and for current and future development projects and real estate acquisitions, Consus Real Estate is dependent on a stable cash flow. Such cash flow is influenced by various factors, including the general economic and real estate market environment in Germany, developments affecting the legal environment in Germany and other factors beyond its control. In addition, factors in relation to Consus Real Estate's operations may negatively impact its cash flow from operating activities due to defaults of institutional purchasers in relation to down payments under forward sale agreements or cost overruns or delays in relation to Consus Real Estate's development projects. Consus Real Estate may also incur expenditures for non-scheduled maintenance measures. Any of these or other factors may limit or prevent its ability to generate sufficient cash flow and could require that Consus Real Estate implements cost-cutting measures or efficiency improvements regarding operating and fundraising activities, delay capital expenditures or sell assets, each of which in turn may affect its ability to service its financial liabilities.

There can be no assurance that Consus Real Estate's cash flow generation will be sufficient to meet its financial needs and/or debt service obligations. Consus Real Estate may be required to obtain additional debt or equity financing at terms that may be economically less favorable than in the past. Any inability to source additional financing at favorable terms or at all may force Consus Real Estate to dispose of assets, or render it unable to pursue business opportunities, including the acquisition of land plots, real estate properties or real estate companies. Additionally, in the event that a liquidity shortage occurs, Consus Real Estate may be forced to restructure or refinance all or a portion of its debt, including convertible bonds, notes or other financial instruments that it may have issued in the past. It may be required to agree upon terms and conditions which are unfavorable to its business and which are a likely to restrict its business activities even further. Additional debt may negatively affect key financial figures, such as market LTV ratio, which describes the ratio of net debt to the fair value of investment properties and inventories. Such figures are typically referred to in the covenants included in Consus Real Estate's financial agreements.

Consus Real Estate currently has and is expected to continue to have a substantial amount of outstanding debt. A high level of financial debt may, among others, require Consus Real Estate to dedicate a substantial part of its cash flow to debt repayment (thereby reducing the free cash flow available to fund internal growth through capital expenditure and to pursue business opportunities), restrict its ability to borrow additional funds or raise equity at reasonably economic terms, if at all, and, ultimately, will make Consus Real Estate more susceptible to a downturn in the real estate industry and/or general economic conditions.

***Our level of debt, the terms of current and future borrowings, and the hedging transactions we have entered into, or will enter into in the future, could significantly constrain our operations and could make it more difficult or expensive to obtain new sources of financing without breaching financial covenants.***

In the past, we incurred debt in the form of bonds and/or loans to refinance existing obligations, as well as to finance acquisitions, and we intend to continue to do so in the future. Our ability to refinance financial obligations by taking on new debt or extending existing loans could be impeded as a result of our level of debt, changes to refinancing conditions or the general market environment that is impacted by the Coronavirus. Although not currently the case, our level of debt could lead banks to refuse to grant new loans, to make new loans available to us only on less favorable financial terms, to refuse to extend existing credit lines, to extend them only on less favorable terms or to require additional security.

Our existing debt facilities require compliance with certain financial and maintenance covenants, some of which require us not to exceed a certain maximum loan-to-value and/or require us to maintain a minimum debt service coverage ratio. Our failure to comply with such covenants could trigger the respective creditor's right to terminate the relevant financing arrangement or require us to repay part of our debt to cure a breach in the covenants or may lead to higher interest payments.

Various loans that the Company's subsidiaries obtain are secured by mortgages on real estate owned by us. Although we seek to obtain mortgages securing indebtedness which encumber only the particular real estate to which the indebtedness relates, certain loans may be collateralized by other real estate as well. If recourse on any loan incurred to acquire or refinance any particular property includes other properties, the equity in such other real estate could be reduced or eliminated through foreclosure on the relevant loan. If a loan is secured by a mortgage on a single property, we could lose that property through foreclosure if we default on that loan. If we were to default on a loan, we could become involved in litigation related to matters concerning the loan, and such litigation could result in significant costs.

Certain situations or events allow our creditors to terminate certain debt facilities even without a breach of covenant, for example, if our economic situation is adversely affected. Any such event could cause all debt outstanding under the relevant facility to become immediately due and payable, and there could be cross defaults under other financing agreements, for example, due to an event of default under another financing agreement or the non-payment of amounts due and payable. If we are forced to repay one or more of our financial obligations early or on short notice, whether due to default, cross default, or otherwise, we might be unable to do so, we might be able to do so only by refinancing on significantly less favorable economic terms or we may be forced to sell some or all of the assets comprising our real estate portfolio. In addition, as of December 31, 2020, 59.4% of our total assets served as collateral to our lenders to secure our financial obligations. Creditors might also be able to seize significant amounts of the assets that we have pledged as collateral under certain of these financing agreements.

***We could incur substantial losses from damage not covered by, or exceeding the coverage limits of, our insurance policies.***

As of December 31, 2020, all of our properties are insured against losses due to fire, natural hazards and specified other risks in amounts that we believe to generally be in line with market practice. However, our insurance policies are subject to exclusions and limitations of liability, including with respect to losses resulting from damages from mining, nuclear power or war. We may, therefore, have no coverage for losses that are excluded and limited coverage for losses that exceed the respective coverage limitations. In addition, our insurance providers could become insolvent. Should an uninsured loss or a loss in excess of our insurance limitations occur, we could lose capital invested in the affected property as well as anticipated income and capital appreciation from that property. Moreover, we may incur further costs to repair damage caused by uninsured risks. We could also be held liable for any debt or other financial obligation related to such a property and thus may experience material losses in excess of insurance proceeds.

Any of the above factors could have a material adverse effect on our business, net assets, financial condition, results of operations, cash flows and prospects.

***The acquisition of shares in Consus Real Estate could cause the loss of tax loss carryforwards of Consus Real Estate and/or its subsidiaries.***

The Consus Real Estate Acquisition could have led to a complete or partial forfeiture of tax loss carryforwards of Consus Real Estate and/or its subsidiaries. According to German tax law, tax loss carryforwards are completely forfeited if more than 50% of the shares in an entity are transferred to an acquirer. An exception to this general rule relates to domestic taxable hidden reserves. To the extent such taxable hidden reserves are allocable to Consus Real Estate and/or its subsidiaries (to be individually analyzed for each company) for tax purposes, no forfeiture of tax loss carryforwards should occur if the difference between the tax equity of Consus Real Estate and/or its subsidiaries compared to the share purchase price based on the value of the Consus Real Estate and/or its subsidiaries includes sufficient hidden reserves. However, hidden reserves from participations in corporations held by the loss-making company are not taken into account in this respect. Accordingly, none or only some of the existing tax loss carryforwards may survive the acquisition and tax loss carryforwards may be fully or partially forfeited.

Furthermore, the current German tax law that is applicable to tax loss carryforwards and their forfeiture is under dispute, and at least for the years 2008 to and including 2015 and for transfers of up to 50% of the shares of an entity, the German Constitutional Court (*Bundesverfassungsgericht*) ruled that the applicable laws violate the German constitution and shall be amended with retroactive effect. Accordingly, the legislature has limited the application of section 8c para. 1 of the German Corporate Income Tax Act (*Körperschaftsteuergesetz*) with

retroactive effect to cases where more than 50% of the shares are transferred to an acquirer. In addition, there are pending fiscal court cases regarding the loss forfeiture rules applicable in case of transfers of more than 50% of the shares in an entity. These court proceedings may have an impact on the amount of tax loss carryforwards forfeited.

***The Company's cash flows are dependent on the distributable capital and annual profit and profitability of its subsidiaries or must be augmented by borrowed capital.***

The Company is a holding company and does not conduct its operating business itself but does so through its subsidiaries. To cover the Company's operating costs, it relies on, among other things, distributions that it receives from its subsidiaries and other investment interests or, as the case may be, scheduled repayments of loans it has granted to its subsidiaries. The distributions by its subsidiaries depend, in-turn, on the subsidiaries' operating results and their ability to make those distributions under applicable law and potential restrictions of existing and future loan contracts, including the consent of banks to the distribution of surplus cash or the repayment of shareholder loans. Such funds, and the ability to source cash from subsidiaries, may not be sufficient in the future to satisfy all of its payment obligations.

Negative developments in connection with any such factors or at the level of each subsidiary, including any impairment of the ability by such subsidiary to continue making distributions of cash to the Company, could force it to sell properties or borrow money on unfavorable terms. We will most likely refrain from paying dividends if available cash is insufficient for the payment thereof. However, any decision to borrow money to facilitate paying dividends could, while in the short-term potentially strengthen the Company's position among shareholders, result in increased financial obligations over the long run.

***We bear risks in connection with greater indebtedness and higher interest expenses.***

Any acquisition of additional properties could be financed by taking on additional debt or by issuing new shares or by a combination thereof. If we are unable to obtain the necessary financing on reasonable terms, we may be unable to make further acquisitions or may be able to do so only to a limited extent. We may take on a significant amount of additional debt in connection with future acquisitions. Any additional debt incurred in connection with future acquisitions could have a significant negative impact on our performance indicators EPRA NRV and LTV-Ratio and could result in higher interest expenses for us. If we are no longer able to obtain the debt or equity financing required to acquire additional property portfolios, or if we are able to do so only on onerous terms, our further business development and competitiveness could be severely constrained.

***When we attempt to mitigate interest rate risk by entering into hedging agreements, we also become exposed to the risks associated with the valuation of hedging instruments and hedge counterparties and the hedging agreements may not be effective.***

We have entered, and in the future may enter, into financing agreements with variable interest rates. Although we typically hedge our variable interest rate financing agreements using customary market hedging instruments, the hedging instruments that we use may not completely counterbalance a potential change in interest rates or may not match the loan maturity. A part of our loans that carried a variable interest rate is hedged. The valuation of hedging instruments itself depends on the level of interest rates, impacting our equity and, to a lesser extent, our results of operations. A similar decrease in the interest rate would have resulted in the opposite, but even more pronounced, effect, meaning it would have had a negative impact on our equity and a positive effect on our results of operations and our net assets. Further, we may be unable to enter into, or only at significantly higher costs, extensions or renegotiations of hedging instruments that may become necessary given the interest rate terms at the relevant time.

We are exposed to the risk that our hedging counterparties will not perform their obligations as established by the hedging agreements into which we have entered. Hedging counterparties may default on their obligations to us due to lack of liquidity, operational failure, bankruptcy or for other reasons. Following the recent financial crises, the risk of counterparty default has become increasingly relevant. Market conditions have led to the failure or merger of a number of prominent businesses and financial institutions under distressed conditions in recent years.

Further, in case of negative floating interest rates we are obliged under hedging agreements in form of swaps to pay an additional amount to the respective hedge counterparty. Such amount is in addition to our obligation to pay the fixed amount and calculated based on the negative floating interest rates and the relevant nominal amount for the period. Accordingly, in case of material negative floating interest rates these payment obligations will be material as well.

***We have grown rapidly and there is no guarantee that we will be able to manage future growth successfully. Our historical earnings and other historical financial results are not an indication of future earnings or other financial results.***

The financial information included in this Offering Memorandum relates to our past performance. We have grown rapidly and our future development could deviate significantly from past results due to a large number of internal and external factors. There is no guarantee that we have the capacity to adequately manage and handle our future growth. Our risk management, IT, property management and other operational systems may be unable to handle our growth, and we may be unable to acquire the employees, operating capacity and other resources that we need to handle our growth in the future.

In addition, because of the rapid growth, the historical earnings and other historical financial data of the Company are not necessarily predictive of our future earnings or other financial results. The information presented in this Offering Memorandum often involves forward-looking statements based on our estimates and assumptions. There can be no assurance that these estimates and assumptions will be accurate, reasonable or correct in every market condition, and we may fail to accurately predict future developments.

***The Company has recorded substantial goodwill, which could be subject to impairments.***

The ADLER Group records goodwill as an intangible asset. Goodwill is subject to an impairment review, which takes place at least annually, or upon the occurrence of significant events or changes in circumstances that indicate an impairment. The Company's first-time allocation of goodwill to cash generating units has not yet been completed due to the on-going integration of Consus Real Estate. The first annual impairment testing is expected to be performed in 2021. For purposes of impairment testing following an acquisition, goodwill is allocated to a cash-generating unit (usually a country or a region) that is expected to benefit from the synergies of the acquisition. In testing goodwill, economic factors play an important role, including the global economic development or interest rates. Any negative development in relation to economic factors could necessitate an impairment test and require us to reduce its goodwill or such reduction may occur during the annual impairment review. There can be no assurance that the Consus Real Estate Acquisition or the occurrence of other significant events or changes in circumstances will not result in a significant goodwill impairment.

## **Regulatory and Legal Risks**

***German laws protecting residential tenants and existing restrictions on the rate of rental increases could make it more difficult to increase the rents of residential units we own.***

In Germany, the landlord-tenant relationship is subject to a significant level of statutory regulation which, for the most part, provides far-reaching social protection for tenants under residential leases. According to German law, for example, a landlord may not increase residential rents by more than an aggregate of 20% over a three-year period in general and by no more than an aggregate of 15% in Berlin and certain other federal states.

If the parties to a tenancy agreement have not agreed on a gradual rent (*Staffelmiete*) or an index-linked rent (*Indexmiete*), which is only permissible within certain limits and unusual in residential leases, and the tenant refuses to amend the tenancy agreement, a rent increase may be effected unilaterally within the statutory and contractual limits set forth in the respective rent index (*Mietspiegel*), or for those units that were modernized or to compensate for certain necessary construction measures. Following a rent increase, the tenants may have a special termination right.

In addition to the generally applicable rent increase restrictions as mentioned above, we are subject to additional restraints on rent increases arising from the acquisition agreements through which the respective real estate portfolio or property for privatization was purchased. Such restrictions limit our ability to impose rent increases as the increase may not exceed the average cost of living index for a defined amount. Further mandatory legal provisions impose occupancy restrictions on landlords who have received public subsidies with regard to residential units. As of December 31, 2020, 2.6% (by sqm) of our residential units (excluding the properties held for sale) were subject to rent restrictions that stem from public subsidies. The assumptions in our business plan with respect to the effect of occupancy rights and restrictions on rent increases may prove to be inaccurate. To the extent that the assumptions made are inaccurate, our rental income and operating profit may not grow over time or not as quickly as we have assumed or may remain static.

Affordable housing has been and continues to be a political topic of controversial discussion in Berlin and throughout Germany. During the last couple of years, legislative developments have adversely affected our business. For example, in 2011 the parliament of the State of Berlin passed a law on social housing (*Wohnraumgesetz Berlin*) that provides for, *inter alia*, stricter rules on rent restrictions for recipients of certain public housing subsidies. Furthermore, this legislation allows tenants of state-subsidized housing to terminate the existing letting contract in certain cases of rent increases, within a period of three months.

Moreover, changes to the legal framework may further negatively impact our ability to increase rents. Affordable housing continues to be a political topic that attracts a high level of attention. German residential landlord tenant law (*Wohnraummietrecht*) is considered to be tenant friendly in many respects, including limits on the amount of rent chargeable.

Restrictions and ceilings for existing and new leases, such as the rent cap (*Mietpreisbremse*) and the rent freeze (*Mietendeckel*), which was held void by the German Federal Constitutional Court (*Bundesverfassungsgericht*) on April 15, 2021, as well as restrictions on rent increases following modernization of the properties in accordance with the German Tenancy Adjustment Act (*Mietrechtsanpassungsgesetz*), which came into force in January 2019, are further examples for restrictions on rent increases.

The German Act on Curbing Rent Increases in Tight Housing Markets and the Strengthening of the Orderer Principle with respect to the Business of Rental Agents—Tenancy Law Amendment Act (*Gesetz zur Dämpfung des Mietanstiegs auf angespannten Wohnungsmärkten und zur Stärkung des Bestellerprinzips bei der Wohnungsvermittlung—Mietrechtsnovellierungsgesetz*) (“**MietNovG**”) entered into force on June 1, 2015. A provision of MietNovG that authorizes the German federal state governments to determine areas with a tight housing market already entered into force on April 27, 2015. A decree declaring Berlin as an area with a tight housing market was issued by the Berlin government on April 28, 2015. One of the main topics of MietNovG is a cap on rents for new leases (*Mietpreisbremse*). This rent cap provides that, subject to certain exceptions such as the first-time lease of newly build apartments, no rent may exceed the local comparative rent by a maximum of 10% in case of new lettings of residential units in areas designated as a tight residential rental market. However, the rent cap only applies if the federal states have implemented ordinances designating areas as tight residential rental market.

In addition, the German Tenancy Adjustment Act tightens the provisions for implementing the rent cap at the expense of landlords. According to the new provisions, landlords are obliged in certain cases to provide a tenant with unsolicited information on the rent achieved for the apartment prior to the conclusion of the rental agreement. In addition, it has been made easier for tenants to make a complaint based on the rent cap. Whereas tenants previously had to submit a qualified complaint, which had to contain the facts on which the complaint was based, a simple complaint is sufficient under the new law.

On June 18, 2019, Berlin’s municipal government (*Berliner Senat*) announced its intention to freeze and reduce rents in Berlin to a certain rental price limit by introducing new laws applicable for the next five years (“*Mietendeckel*”). On January 30, 2020, the Berlin parliament (*Berliner Abgeordnetenhaus*) passed the Law on Rent Limitation in Housing in Berlin (*Gesetz zur Mietenbegrenzung im Wohnungswesen in Berlin – MietenWoG Bln*) (the “**Berlin Rent Limitation Law**”) which entered into force on February 23, 2020. However, on April 15, 2021, the German Federal Constitutional Court (*Bundesverfassungsgericht*) held that this rent freeze is void. Nevertheless, there is no assurance that any similar legislative decisions or measures will be taken in the future.

Any further tightening of existing or the introduction of additional rent restrictions could limit our ability to implement an increase in rental costs across any part of or all of our portfolio and, ultimately, negatively affect our strategy. Any failure to comply with or violation of legislation regarding rent restrictions could result in our obligation to repay any surplus rents charged and, additionally, to pay substantial fines. Furthermore, any other cap, tenant-friendly regulation or regulation serving the protection of tenants may considerably impair our ability to raise rents.

Further, German law and German courts provide tenants with protection against tenant evictions. Delayed evictions resulting from these protections can lead to substantial losses until the property is actually vacated.

***Our business is subject to the general legal environment in Germany. Any disadvantageous changes in the legal environment, such as mandatory environmental modernization provisions, restrictions regarding modernization measures or provisions (including taxes) that result in the incurrence of costs in the event of a property sale, or disadvantageous changes to the Berlin Mietspiegel regulation, may be detrimental to us.***

Our business is subject to the general legal framework that applies to housing, including German tenancy law, as well as special provisions in other laws and regulations, such as social legislation, building and construction laws, monument protection laws and federal or state laws and regulations. Any changes to German or European laws, which could include changes that have retroactive effect, or changes in the interpretation or application of existing laws could, therefore, have a negative effect on our business. Changes to tenant protection laws could make it more difficult to evict tenants, increase rents or pass on ancillary costs or modernization investment costs to the tenants. This could have a material adverse effect on the profitability of our investments, results of operations and prospects.

More restrictive environmental laws could also result in additional expenses. For example, since 2011, owners of specified centralized heated water supply facilities for use in multi-family residential units are obliged to test the level of potential legionella contamination at least every three years, thereby incurring additional costs for the testing as well as for remediation measures, if contamination is detected. Additional costs would also be incurred if the legal requirements relating to the construction and use of existing properties were to become more onerous. Construction and environmental requirements are of particular significance in this context. For example, the German Building Energy Act (*Gebäudeenergiegesetz*) prescribes specified investments into renovation aimed at reducing energy consumption (for instance, with respect to thermal insulation) and requires a landlord to present an energy certificate that discloses the property's energy efficiency to a potential tenant prior to entering into a new lease agreement. The same applies with respect to the sale of properties. Additionally, requirements may be imposed in order to increase the availability of disabled-accessible and adapted housing. Furthermore, the German Federal Parliament (*Bundestag*) recently passed the German Building Electromobility Infrastructure Act (*Gebäude-Elektromobilitätsinfrastruktur-Gesetz*) (the "GEIG"), which entered into force on March 25, 2021 to implement the EU Building Directive 2018/844 into national law. According to the GEIG, new residential buildings that have more than five parking spaces or existing residential buildings that undergo a significant renovation (*i.e.*, a renovation that affects over 25% of the surface of the building shell) that have more than ten parking spaces, must ensure that such parking spaces are equipped with electric charging capabilities.

In addition, we could be adversely affected by changes to public building law which could restrict our ability to manage our properties in the way we had previously expected. On March 3, 2015, the Berlin government passed a regulation (*Umwandlungsverordnung*) according to which a conversion of a building into condominiums is prohibited in milieu protection areas (*Milieuschutzgebiete*) of the city unless the relevant district has granted permission by means of an exception to this regulation. This regulation expired on March 13, 2020, but was renewed on the same date. The landlords of rented apartments require an exception permission (*Ausnahmebewilligung*) by the relevant district to sell the apartment. Such exception permissions may be granted, for example, in case that the apartment shall be sold to the current tenant within seven years following the conversion. Although this does not affect the sale of an entire property, regulation may hinder the conversion and sale of single apartments. As of the date of this Offering Memorandum, 65 areas of Berlin are defined as milieu protection areas (*Milieuschutzgebiete*), within which 6,356 units of our real estate portfolios are located. The Berlin government may, on an ongoing basis, decide to extend milieu protection (*Milieuschutz*).

If, in the course of a refurbishment or modernization, it should be discovered that a building undergoing said processes is subject to monument protection laws, the need to comply with monument protection requirements could lead to significant delays in the refurbishment or modernization process, in the inability to carry out particular refurbishment or modernization measures, and also in significantly higher costs for the particular project. These factors could render us incapable of performing our contractual obligations *vis-à-vis* a buyer, with the consequence that the buyer's obligation to pay the purchase price would be excused or deferred.

***We may fail to comply with applicable or future laws and regulations in relation to privacy and data protection or such laws and regulations may change in a manner that is unfavorable to our business.***

Before entering into a lease agreement, a potential tenant provides us with certain personal data on which basis we determine whether to enter into a lease agreement with such tenant. Furthermore, such personal data is stored by us. We have entered into a large number of lease agreements with tenants and, as a result thereof, have stored a significant amount of personal data. The collection, use and storing of data is subject to regulation under German data protection law. In addition, the EU enacted Regulation 2016/679/EU of April 27, 2016 (General Data Protection Regulation) (the "GDPR"). The GDPR automatically came into effect in all EU member states as of May 25, 2018, and imposed stricter conditions and limitations in relation to the processing, use and transmission of personal data. The GDPR introduced extensive documentation obligations and considerably higher transparency requirements, which affect not only initial data collection but also the monitoring and investigation once personal data has been collected.

We may not have prepared for these changes to the extent necessary and our preparations may not yield the expected results. Additionally, although we strive to comply with all applicable laws, regulations and legal obligations relating to data usage and data protection, it is possible that these laws, regulations and other obligations may be interpreted and applied in a manner that is inconsistent with our practices. Furthermore, there can be no assurance that our practices have complied, comply or will comply fully with all such laws, regulations and other legal obligations. Our process of developing and advancing our data protection standards and procedures may take longer and require more resources than originally planned.

Any non-compliance by us with the applicable regulations could lead to fines and other sanctions. For example, the GDPR provides that violations can be fined, depending on the circumstances, by up to the higher of €20 million and 4% of the annual global turnover of the non-compliant company.

***Administrative decisions could affect our ability to conduct our business at our discretion.***

We could be adversely affected by decisions from public authorities on a municipal level. For instance, as of December 31, 2020, 1,244 units of our real estate portfolio, accounting for 2% of our rental income as of the same date, are situated in preservation areas (*Erhaltungsgebiete*) within Berlin, which imposes certain restrictions on the use and refurbishment of property. Such restrictions require, for example, obtaining the public authority's permission prior to entering into a lease agreement with a term longer than one year or selling the property. In addition, once the redevelopment has been completed, the municipality levies a compensation charge to reflect the increased value of the land due to the redevelopment. Any administrative decision that would affect our ability to conduct our business at our discretion could have a material adverse effect on our business, net assets, financial condition, results of operations, cash flows and prospects.

***Adverse judgments, settlements or court rulings in connection with legal disputes could expose us to monetary damages and limit our ability to operate our business.***

From time to time, we may become involved in private actions, investigations and various other legal disputes by employees, suppliers, competitors, government agencies, shareholders or others. The results of any such dispute, litigation, investigation or other legal proceedings are inherently unpredictable. Any claims or assertions made against us, whether meritorious or not, could be time-consuming, result in costly litigation, damage our reputation, require significant amounts of management time and divert significant resources. If any of these legal disputes, litigations, investigations or other legal proceedings were to be determined adversely to us, or if we were to enter into a settlement arrangement in relation thereto, we could be obligated to make significant payments, be exposed to monetary damages or limits on our ability to operate our business.

***The use of standardized contracts could result in claims for damages against us under a number of contracts, or in the loss of certain rights and privileges or of the respective rights to claim damages, if errors or problems arise in connection with the enforcement of such contracts.***

As our business involves a large number of individual units and tenants, each with a relatively small individual value, we maintain numerous legal relationships, in particular with tenants, contractors and service providers, any one of which is not financially material to us. As a means of efficiently managing these legal relationships, we often make use of standardized documents and form contracts. In addition, we have adopted long-term standardized lease agreements through our various acquisitions. These documents and contracts often contain ambiguities or errors, and the fact that any given document or contract is standardized may cause a significant number of contractual terms or even the validity of a large number of contracts to be affected. Due to frequent changes in the law, particularly in case law regarding general terms and conditions (*Allgemeine Geschäftsbedingungen*), the use of such standardized contractual terms is not without risk. For example, it is possible that, as a result of changes to statutes or case law, ambiguities or errors in standard contract terms may give rise to claims or cause such subsidiaries to lose certain rights and privileges, or to lose their right to claim damages which could, in turn, adversely affect our rental income and operating profit.

Even in the case of contracts being prepared with legal advice, it is impossible for us to avoid problems of this nature in advance or in the future, because changes could occur in the legal framework, particularly via case law, making it impossible for us to avoid the ensuing legal disadvantages.

***We may incur environmental liabilities, for example, from residual pollution including wartime ordnance, soil conditions, asbestos and contaminants in building materials, as well as from possible building code violations.***

Properties we own or acquire may contain soil or groundwater contamination, hazardous substances, wartime ordnance (including potentially unexploded ordnance) and/or other residual pollution and environmental risks. A certain number of our assets are listed in the register of contaminated sites. Buildings and their fixtures might also contain asbestos, dichlorodiphenyltrichloroethane, polychlorinated biphenyl, pentachlorophenol and lindane above the allowable or recommended thresholds, or the buildings could bear other environmental risks, e.g. flooring material containing asbestos (i.e. "Floorflex" flooring). In total, as of December 31, 2020, 5.6% of our residential real estate units (by sqm) and 6.8% of our commercial real estate units (by sqm) were identified as containing this flooring material. For example, certain of our properties contain asbestos contamination which, from time to time, requires us to do refurbishments. In particular, we have received notice that one of our buildings contains substantial asbestos contamination for which we expect significant refurbishment expenses. Refurbishment and removal of this material takes place regularly as part of our maintenance and



repair efforts and the costs for these regular removals are reflected in our budgeting. Moreover, we own or may acquire properties that may contain undetected hazardous substances, such as lead from pipes in buildings built around the turn of the nineteenth century and legionella (see “—*Our business is subject to the general legal environment in Germany. Any disadvantageous changes in the legal environment, such as mandatory environmental modernization provisions, restrictions regarding modernization measures or provisions (including taxes) that result in the incurrence of costs in the event of a property sale, or disadvantageous changes to the Berlin Mietspiegel or other regulation, may be detrimental to us.*”), which are harmful to the health of the residents or contain such other environmental risks or contain substances which are not yet viewed as being harmful to the health of the residents, and are therefore not being categorized as hazardous. These materials may be detected or categorized as hazardous, and we may be obliged to remove and dispose of such materials.

We bear the risk of cost-intensive assessment, remediation or removal of such ground, soil or water contamination, hazardous substances, wartime ordnance or other residual pollution. The discovery of any such residual pollution on the sites and/or in the buildings, particularly in connection with the letting or sale of properties or borrowing using the real estate as security, could trigger claims for rent reductions, the termination of letting contracts for cause or for damages and other breach of warranty claims against us.

The remediation of any pollution and the related additional measures we would have to undertake could negatively affect us and could involve considerable additional costs that we may have to bear. We are also exposed to the risk that recourse against the polluter or the previous owners of the properties might not be possible, for example, because they cannot be identified, no longer exist or have become insolvent. Moreover, the existence or even the mere suspicion of the existence of ground contamination, hazardous materials, wartime ordnance or other residual pollution can negatively affect the value of a property and our ability to let or sell such a property.

Moreover, environmental laws impose actual and contingent obligations on us to undertake remedial action on contaminated sites and in contaminated buildings. These obligations may relate to properties we currently own or operate, properties we have formerly owned or operated or properties where waste has been deposited. Furthermore, actions for damages or remediation measures may be brought against us, namely under the German Federal Soil Protection Act (*Bundesbodenschutzgesetz*). According to this Act, not only the polluter but also its legal successor, the owner of the contaminated site and certain previous owners may be held liable for soil and pond water contamination. The costs of any removal, investigation or remediation of any residual pollution on such sites or in such buildings as well as costs related to legal proceedings, including potential damages, regarding such matters may be substantial, and it may be impossible, for a number of reasons, for us to have recourse against a former seller of a contaminated site or building or the party that may otherwise be responsible for the contamination. Laws and regulations, as may be amended over time, may also impose liability for the release of certain materials into the air or water from a property, including chrysotile containing materials (CCM), and such release could form the basis for liability to third parties for personal injury or other damages. In addition, if our employees infringe or have infringed environmental protection laws, we could be exposed to civil or criminal damages. We may be required to provide for additional reserves to sufficiently allocate toward our potential obligations to remove and dispose of any hazardous and toxic substances.

Our business is also exposed to the risk of non-compliance with building codes or environmental regulations, including those applicable in Berlin. Even though we usually conduct inspections during the acquisition of individual properties, there is a risk that building codes or environmental regulations have not been complied with. It is also possible that landlord responsibilities could be further expanded with respect to fire protection and environmental protection, which could require additional refurbishment, maintenance and modernization requirements. Furthermore, the projected cost of such measures is based on the assumption that the required permits are issued promptly and that they are consistent with our plans. It is possible, however, that the required building permits will not always be issued in due course. If such permits are not issued promptly, or are issued only subject to conditions, this can lead to substantial delays in correcting the problems and result in higher than projected costs and lower rental income for the relevant properties.

***We may not be granted building and other permits, or may be granted them only subject to onerous conditions, or additional requirements may be imposed on existing building and other permits.***

The construction, alteration and refurbishment or a change of use of buildings will not be possible until a building permit is granted. It may be uncertain whether the relevant authorities will approve a respective construction project and what additional requirements may be imposed in connection with the building permit. In addition, special permissions could be required and must be obtained, particularly for measures taking place in urban redevelopment areas (*Sanierungsgebiete*) or preservation areas (*Erhaltungsgebiete*) and for real estate and buildings which are protected historic monuments. If we are not granted a building permit or another required permit, or a building permit or another required permit is granted only subject to onerous conditions,

the rental income that we expect to generate from the relevant real estate could be considerably less than originally calculated. If a renovation project becomes financially unfeasible because a building permit or another required permit is not granted or is granted only subject to onerous conditions, we may not be able to or decide to not carry out the project and any expenditure already incurred may be lost. Moreover, changes in the requirements for construction or modernization of existing real estate could result in unforeseen additional costs. Any increase in operating costs resulting from the above-described events would adversely affect our operating profit. In addition, our remaining project development activities may be substantially impaired if the granting of a building permit is substantially delayed, made subject to additional administrative building constraints (*baurechtliche Auflagen*) or declined altogether.

***We could be subject to liability claims for several years after selling properties.***

In connection with the sale of properties (privatization), we make representations, warranties and negative declarations of knowledge to the purchasers with respect to certain characteristics of the relevant properties. The resulting obligations usually continue to exist after the sale, for a period of several years. In particular, we could be subject to claims for damages from purchasers, who could assert that we failed to meet our obligations, or that the representations we made to them were untrue. We could be required to make payments to the purchasers following legal disputes or litigation. If we do not have cash available to conduct such litigation or make such payments, we may be required to borrow funds, or, if we are unable to borrow funds to make such payments, we may be forced to sell investments to obtain such funds, which would in turn cause reduced levels of rental income and operating profit. If we provide warranties to third parties in connection with maintenance and modernization measures and claims are asserted against us because of defects, it is not always certain that we will have recourse against the companies that performed the work.

As a seller of properties, we are also liable to tenants for any breach of tenancy agreements by the buyer under certain circumstances, even where we no longer have any control over the property. Moreover, we continue to be exposed to liability for breach of contract even if the buyer resells the property and the subsequent buyer breaches any tenancy agreement. If, however, we notify the tenant of the change in ownership and the tenant fails to avail itself of the opportunity to terminate the tenancy at the earliest permitted termination date, we are, in general, released from liability. As a rule, when selling properties, we inform all tenants in writing of the change in landlord either alone or together with the acquirer. Such release from liability does not apply to security deposits (*Mietbürgschaften*) provided by the tenants. If the tenant is unable to receive its security deposit from the buyer of the property, the liability to repay such security deposit remains with the seller.

In connection with any of the aforementioned or similar risks, we may be facing legal or settlement costs, including the costs of defending lawsuits, whether justified or not, as well as potential damages associated with liability for properties that we have sold. This could, in turn, have a material adverse effect on our business, financial condition, results of operations, cash flows and prospects.

***As part of the further integration of companies that we acquired, we may seek to enter into domination and profit and loss agreements, implement the squeeze-out of minority shareholders or engage in other reorganizational measures, all of which could be successfully challenged by shareholders or stakeholders and thus lead to significant additional burdens.***

We have completed several acquisitions of listed real estate companies. In general, we may seek to implement certain corporate or reorganizational measures following such acquisitions, which could be successfully challenged by minority shareholders and thus lead to significant additional burdens to our business, financial position and results of operations. Specifically, we may seek to enter into domination and profit and loss agreements, which may be successfully challenged by minority shareholders. In connection therewith, such minority shareholders may also demand that we acquire their shares and, following which we will be obligated to pay a compensation in cash or shares, as applicable. Furthermore, we may seek to implement the squeeze-out of minority shareholders and/or a delisting of the shares in an acquired entity. Following a squeeze-out or a domination agreement, proceedings may be initiated to review the appropriateness of the compensations for the (former) minority shareholders. Such proceedings are generally lengthy procedures, the outcome of which cannot be predicted with certainty. We could therefore be exposed to protracted compensation review proceedings, the outcome of which is uncertain and which could have material adverse effects on our net assets, financial position and results of operations.

*Our risk management and compliance systems as well as our accounting practices may prove to be partially or completely insufficient or fail, and unknown, unrecognized, underestimated or unexpected risks may materialize, any of which could lead to government investigations and significant reputation, financial or other consequences. We may fail to adequately account for potential liabilities or risk exposures.*

There is no guarantee that our risk management or compliance systems are sufficient to manage the risks we face. We may be faced with risks that were previously unknown, unrecognized, underestimated or unconsidered, and our risk management or compliance systems may function incorrectly or fail. Inappropriate risk management or compliance measures may cause irregularities leading to, among other things, cash losses or delays in completion of development projects, or to official investigations or third-party claims against us, which in turn could have significant financial, reputational and other consequences.

Moreover, there can be no assurance that our application of accounting policies is in accordance with principles set by various standard-setting and supervisory authorities as well as national laws. The *Commission de Surveillance du Secteur Financier* (the “**CSSF**”) is currently conducting a focused examination on the application of IFRS 15 in accordance with the priorities of its 2020 enforcement campaign. In connection with the campaign, we have received and responded to an information request from the CSSF in relation to our financial information and the application of IFRS 15 for the fiscal year ended December 31, 2019. The CSSF may impose administrative sanctions if it concludes that our application of IFRS 15 is in violation of Luxembourg laws.

We book provisions for potential liabilities such as tax liabilities, litigation exposure and bad debt. These provisions are based on management’s assumptions, estimates and judgements, and there is no guarantee that the provisions we have taken will adequately account for our actual liabilities. Failure to take adequate provisions against potential liabilities could have significant financial consequences for us.

#### **Risks related to the ADLER Group’s Tax Structure**

*The structure of the Company is mainly influenced by the general tax environment in Luxembourg, Germany and further countries in particular of the European Union (Netherlands, Denmark, Malta and Ireland) and Israel and changes in the tax environment may increase our tax burden.*

In addition to the Company, which is established in Luxembourg, we consist of more than 100 companies. These companies have registered offices in Germany, Luxembourg and further countries in particular of the European Union (Netherlands, Denmark, Malta and Ireland) and Israel. Our companies are subject to the tax laws of their jurisdictions of registration and the jurisdictions where they conduct business. The cross-border participation of the Company in its subsidiaries provides for various tax aspects, including cross-border taxation issues governed by directives of the European Union and/or double-tax treaties between Luxembourg and the jurisdictions of the subsidiaries. It cannot be excluded that tax authorities in the countries in which we are active may not share the view of our tax assessment, which could lead to additional tax burdens for us in any of these countries. For example, in the course of our business, we have entered into several cross-border financing transactions and any change or different treatment in the tax treatment in this context may have adverse tax effects. The same applies to the non-deductibility or requalification of intragroup loans and financings with third parties, intragroup payments for services, the different interpretation of the tax residency of a subsidiary, the assumption of a permanent establishment, the non-recognition of the VAT group with regard to the group companies or the non-granting of the so-called further reduction for the German real estate companies. Also, the tax laws in any of these jurisdictions or double-tax treaties between these countries could change in the future, even with retroactive effect, which could cause additional tax burdens for us.

Moreover, some of our group companies have significant tax loss carry forwards (“**Tax Losses**”) in an amount above €1 million. The aggregate amount of the companies’ Tax Losses as of December 31, 2019 was €178.3 million for corporate income tax (“**CIT**”) purposes and €117.8 million for trade tax (“**TT**”) purposes. The aggregate amount of Tax Losses for 193 group companies for the fiscal year ended December 31, 2019 was €160.7 million for CIT purposes and €107.9 million for TT purposes. Final data regarding Tax Losses following the fiscal year ended December 31, 2019 are not yet available and could turn out to be significant. Some of these Tax Losses may have been or may be forfeited in whole or in part in the past or future, as a result of past restructurings, the initial public offering in July 2015 or future changes of the shareholders. In particular, any past or future corporate reorganization within the Group or relating to the Company’s shareholding structure may result in the partial or complete forfeiture of the Tax Losses (to the extent the Tax Losses are not covered by taxable hidden reserves in our assets). With regard to the migration of the Company from Cyprus to Luxembourg, we have received a binding ruling that no German Real Estate Transfer Tax (“**RETT**”) (*Grunderwerbsteuer*) has been triggered but did not apply for a ruling regarding impact on the Tax Losses. The tax burden in past or future periods would increase if profits could not be set off against Tax Losses.

***We are subject to the tax environment in Luxembourg, Germany and further countries in particular of the European Union (Netherlands, Denmark, Malta and Ireland) and Israel. Our tax burden may increase as a consequence of current or future tax assessments, tax audits or court proceedings based on changes in tax laws or changes in the application or interpretation thereof.***

We are subject to the tax environment in Luxembourg, Germany and further countries of the European Union (Netherlands, Denmark, Malta and Ireland) and Israel. Our tax burden primarily depends on various aspects of tax laws, as well as their application and interpretation. Amendments to tax laws may have a retroactive effect, and the application or interpretation of tax laws by tax authorities or courts may change. Furthermore, court decisions are occasionally limited to their specific facts by tax authorities. Any of these developments may increase or alter our tax burden.

A number of factors may also impact our tax situation. For example, due to the Coronavirus, the managing directors of ADO Group Ltd. were residing in Germany and could not travel to Israel. Therefore, all management decisions were taken in Germany and not Israel during that period and the Israeli tax authority may come to the conclusion that this circumstance may trigger an Israeli exit-tax. Furthermore, we are required to file tax declarations in Luxembourg, Germany and further countries of the European Union as well as Israel, from time to time, and any tax assessments that deviate from our tax declarations may increase or alter our tax obligations. Our individual entities are regularly subject to tax audits by the competent tax authorities which may result in increases in our tax obligations or penalties and fines. We may also be subject to administrative or judicial proceedings with respect to its tax declarations, and may incur substantial time and effort in addressing and resolving tax issues.

In addition, changes in tax legislation, administrative practice or case law, which are possible at any time and may occur on short notice, could have adverse tax consequences for us. The applicable tax rates, for example with respect to property tax, property transfer tax or capital gains tax, may also change rapidly and with short notice. Changes in RETT may also negatively affect the value of our portfolio. Additionally, changes could be made to the ability to depreciate owned real estate. Additionally, divergent statutory interpretations by the tax authorities or the courts are possible.

***We are exposed to real estate transfer taxes (RETT).***

Increases in the applicable RETT rates for the properties in our portfolio could negatively impact the portfolio by, among other things, reducing the value of and the proceeds from a sale of the affected properties or by reducing purchase demand for the affected properties or by reducing the valuation of the affected properties in the portfolio.

We currently hold real estate in Germany and shares in companies which own real estate in Germany. In Germany, the transfer of real estate or of a 95% or greater interest in a company that owns real estate triggers a potential liability for RETT. It cannot be excluded that RETT will be triggered post-Completion, upon an acquisition of additional shares in ADLER Real Estate after the Completion or the reorganization of the ADLER Group.

The acquisition of 95% or more of the shares in Consus Real Estate could trigger RETT. Despite possible and intended structures that mitigate RETT being triggered upon the acquisition of Consus Real Estate or any future increase in shareholding, it cannot be excluded that the tax authorities will not share the Company's tax assessment and subject the acquisition to RETT. Further, there is a risk that RETT may be triggered if certain transactions implemented by Consus Real Estate in the past may be audited by German tax authorities and these authorities may take a different view on the legal interpretation of the German tax laws relating to RETT or if the intended changes to RETT should enter into force with retroactive effect.

Because of the complexity of the RETT laws in Germany, we may from time to time seek to acquire properties with less than a 95% stake in the ownership company. This may result in an increased complexity of the transaction and stronger minority rights of the associate parties. As a consequence, transaction costs and future administrative expenses for the newly acquired property would generally rise, too. Recently proposed changes to German RETT laws aim to tighten the statutory RETT framework with regard to share deals. Accordingly, share deals that do not trigger any RETT may no longer be possible in the future or such acquisitions might be more difficult. In broad terms, these proposals are in particular to (i) extend the stricter partnership RETT rules to corporations; (ii) reduce the economic ownership threshold upon which RETT is triggered from 95% of the shares or interest in a property company, as it is currently, to 90%; and (iii) extend the 5 year cooling period to 10 years. As a result, RETT will be payable unless the seller retains over 10% of the shares or interest in a property company for at least 10 years. According to the current draft bill the new rules may come into force with effect as of July 1, 2021.

Moreover, we have been implementing certain corporate restructuring measures in light of the proposed changes to the RETT laws in Germany. However, there can be no assurance that we will be able to implement all measures as intended. In addition, we may incur additional costs and be exposed to transactional and legal risks as a result of the implementation of such measures.

Any increase in applicable RETT rates for the properties in our portfolio could have a material adverse effect on our business, net assets, financial condition, results of operations, cash flows and prospects.

### **Risks related to the Notes**

#### ***The Notes may not be a suitable investment for all investors.***

Potential investors should consider whether an investment in the Notes is appropriate in their respective circumstances and should consult with their legal, business, and tax advisors to determine the consequences of an investment in the Notes and to form an independent opinion whether to invest in the Notes.

An investment in the Notes is only suitable for investors who:

- (i) possess sufficient knowledge and experience in financial and business matters to make a meaningful evaluation of the chances and risks of an investment in the Notes and the information contained in, or incorporated by reference into, this Offering Memorandum;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate such chances and risks in the context of the potential investor's particular financial situation and to evaluate the impact the Notes will have on their overall investment portfolio;
- (iii) fully understand the terms of the Notes and are familiar with the behavior of the financial markets;
- (iv) are capable of bearing the economic risk of an investment in the Notes, including where the currency for principal or interest payments is different from the potential investor's currency;
- (v) know that it may not be possible to dispose of the Notes for a substantial period of time, if at all, before maturity; and
- (vi) are able to evaluate (either alone or with the help of a financial advisor) possible scenarios for economic, interest rate and other factors that may affect a potential investor's investment and ability to bear the applicable risks.

#### ***An investment in the Notes may be subject to inflation risks.***

The inflation risk is the risk of future money depreciation. The real yield from an investment is reduced by inflation. The higher the rate of inflation, the lower the real yield on the Notes. If the inflation rate were to increase and match or exceed the nominal yield, the real yield of the Notes would be zero or even negative.

#### ***Holders of Notes ("Holders") are subject to exchange rate risks and exchange controls.***

Holders of Notes denominated in a foreign currency (i.e. a currency other than euro) are particularly exposed to the risk of changes in currency exchange rates which may affect the yield of such Notes. Changes in currency exchange rates result from various factors, such as macro-economic factors, speculative transactions and interventions by central banks and governments.

A change in the value of any foreign currency against the euro, for example, will result in a corresponding change in the euro value of Notes denominated in a currency other than euro and a corresponding change in the euro value of interest and principal payments made in a currency other than euro in accordance with the terms of such Notes. If the underlying exchange rate falls and the value of the euro rises correspondingly, the price of the Notes and the value of interest and principal payments made thereunder expressed in euro falls.

In addition, government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable currency exchange rate. As a result, Holders may receive less interest or principal than expected.

***Holders are exposed to risks relating to fixed interest notes.***

Holders of fixed rate notes are subject to the risk that the price of the Notes may fall as a result of changes in the current interest rate on the capital market (the “**Market Interest Rate**”). While the nominal interest rate of a note with a fixed interest rate is fixed in advance for the entire duration or during a certain period, the Market Interest Rate typically changes on a daily basis. As the Market Interest Rate changes, the price of a note with a fixed interest rate also changes - but in the opposite direction. If the Market Interest Rate increases, the price of a note with a fixed interest rate typically falls until the yield of such note approximately equals the Market Interest Rate. If the Market Interest Rate decreases, the price of a fixed interest rate note typically increases until the yield of such note is approximately equal to the Market Interest Rate. Potential investors should be aware that movements of the Market Interest Rate can adversely affect the market price of the Notes and can lead to losses for Holders if they sell their Notes.

***Holders are exposed to risks relating to floating rate notes linked to EURIBOR.***

The Euro Interbank Offered Rate (EURIBOR) and other interest rates or other types of rates and indices which are deemed "benchmarks" (each a “**Benchmark**” and together, the “**Benchmarks**”) have become the subject of regulatory scrutiny and recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such Benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to such a Benchmark.

International proposals for reform of Benchmarks include the Benchmarks Regulation. The Benchmarks Regulation could have a material impact on Notes linked to a Benchmark, including in any of the following circumstances:

- a rate or index which is a Benchmark may only be used if its administrator obtains authorization or is registered and in case of an administrator which is based in a non-EU jurisdiction, if the administrator's legal benchmark system is considered equivalent (Art. 30 Benchmarks Regulation), the administrator is recognized (Art. 32 Benchmarks Regulation) or the Benchmark is endorsed (Art. 33 Benchmarks Regulation) (subject to applicable transitional provisions). If this is not the case, Notes linked to such Benchmarks could be impacted; and
- the methodology or other terms of the Benchmark could be changed in order to comply with the terms of the Benchmarks Regulation, and such changes could have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level, and could impact the Notes, including Calculation Agent determination of the rate.

In addition to the aforementioned Benchmarks Regulation, there are numerous other proposals, initiatives and investigations which may impact Benchmarks.

Following the implementation of any such potential reforms, the manner of administration of Benchmarks may change, with the result that they may perform differently than in the past, or Benchmarks could be eliminated entirely, or there could be other consequences which cannot be predicted.

If a Benchmark were to be discontinued or otherwise unavailable, the rate of interest for floating rate notes which are linked to such Benchmark will be determined for the relevant period by the fall-back provisions applicable to such Notes, which in the end could lead, inter alia, to a previously available rate of the Benchmark being applied until maturity of the floating rate notes, effectively turning the floating rate of interest into a fixed rate of interest, or, to determination of the applicable interest rate on the basis of another benchmark determined by the Issuer in its discretion.

Any changes to a Benchmark as a result of the Benchmarks Regulation or other initiatives, could have a material adverse effect on the costs of refinancing a Benchmark or the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements. Although it is uncertain whether or to what extent any of the above-mentioned changes and/or any further changes in the administration or method of determining a Benchmark could have an effect on the value of any Notes linked to the relevant Benchmark, investors should be aware that any changes to a relevant Benchmark may have a material adverse effect on the value or liquidity of, and the amounts payable on, floating rate notes whose rate of interest is linked to such Benchmark.

***Holders are subject to the risk of a partial or total failure of the Company to make interest and/or redemption payments.***

Any person who purchases Notes is relying on the creditworthiness of the Company and has no rights against any other person. Holders are subject to the risk of a partial or total failure of the Company to make interest and/or redemption payments that the Company is obliged to make under the Notes. The worse the creditworthiness of the Company, the higher the risk of a loss. A materialization of the credit risk may result in partial or complete failure of the Company to make interest and/or redemption payments under the Notes.

In addition, even if the likelihood that the Company will be in a position to fully perform all obligations under the Notes when they fall due, actually has not decreased, market participants could nevertheless be of that opinion. Market participants may in particular be of this opinion if market participants' assessment of the creditworthiness of corporate debtors in general or debtors operating in the same industry as the Company adversely changes. If any of these risks occur, third parties may only be willing to purchase the Notes for a lower price than before the materialization of said risk, or not at all. The market value of the Notes may therefore decrease and Holders could lose some or all of their investment.

***The Notes will be structurally subordinated to indebtedness of the subsidiaries of the Company.***

The Notes will not be guaranteed by any of the subsidiaries of the Company. In the event of a liquidation, winding-up or dissolution or a bankruptcy, administration, reorganization, insolvency, receivership or similar proceeding of any subsidiary of the Company, such subsidiary will pay the holders of its own debt (including holders of third-party debt which such subsidiaries have guaranteed) before they would be able to distribute any of their assets to the Company. As a result, the Company may not have sufficient assets to make payments on the Notes, respectively.

***The Notes will be effectively subordinated to the Company's debt to the extent such debt is secured by assets that are not also securing the Notes.***

Although the Terms and Conditions require the Company to secure the Notes equally if the Company or its material subsidiaries provide security for the benefit of capital market indebtedness, the requirement to provide equal security to the Notes is limited to capital market indebtedness and is subject to a number of significant exceptions and carve-outs as set out in detail in the Terms and Conditions. To the extent the Company or any of its subsidiaries provides security interest over their assets for the benefit of other debt without also securing the Notes, the Notes will be effectively junior to such debt with respect to such assets.

As a result of the foregoing, holders of (present or future) secured debt of the Company may recover disproportionately more on their claims than the Holders in an insolvency, bankruptcy or similar proceeding. The Company may not have sufficient assets remaining to make payments under the Notes.

***The Terms and Conditions restrict, but do not eliminate, the Company's ability to incur additional debt, create liens or take other action that could negatively impact the Holders.***

The Terms and Conditions restrict the Company's ability to incur additional indebtedness and to create liens on its assets. However, these restrictions and undertakings may nonetheless allow the Company and its subsidiaries to incur significant additional (secured or unsecured) indebtedness, to grant additional security for the benefit of existing and future indebtedness and to enter into transactions, including reorganizations, mergers, acquisitions and other similar corporate transactions that may adversely affect the Holders. As a result of the foregoing, the Company may not have sufficient assets to make payments under the Notes.

***Notes may not, or may cease to satisfy the criteria to be recognized as eligible collateral for the central banking system for the euro (the "Eurosystem").***

The Notes may be issued in new global note form. The new global note form has been introduced to allow for the possibility of debt instruments being issued and held in a manner which will permit them to be recognized as eligible collateral for monetary policy of the Eurosystem and intra-day credit operations by the Eurosystem upon issue or at any or all times during their existence. However, in any particular case such recognition will depend upon satisfaction of the Eurosystem eligibility criteria at the relevant time and the Notes may not, or may cease to qualify as eligible collateral for the Eurosystem. Investors should make their own assessment as to whether the Notes meet such Eurosystem eligibility criteria.

***If Notes are redeemed prior to maturity, a Holder of such Notes is exposed to the risk of a lower yield than expected.***

The Company may redeem all or some of the outstanding Notes prior to maturity under certain circumstances as specified in the Terms and Conditions. If the Notes are redeemed prior to maturity, Holders are exposed to the risk that due to such early redemption his investment will have a lower than expected yield. In such circumstances, the investor may be unable to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the Notes. Also, if Holders have purchased the Notes above par, the redemption proceeds may be lower than the price such Holders paid to acquire their Notes.

***The Company's ability to redeem or repurchase the Notes upon the occurrence of a change of control event may be limited by its access to funds.***

Upon the occurrence of a change of control event, Holders will have the right to require the redemption or, at the option of the Company, repurchase (or procure the purchase) in whole or in part of all of their Notes at 101% of the principal amount of such Notes, plus unpaid interest accrued up to (but excluding) the date of redemption. The Company's ability to redeem or repurchase the Notes upon such a change of control event will be limited by its access to funds at the time of the redemption or repurchase. Upon a change of control event, the Company may be required to repay 101% of the principal amount of such Notes, plus accrued and unpaid interest within a short period of time. The source of funds for these repayments would be the available cash or cash generated from other sources. However, there can be no assurance that there will be sufficient funds available upon a change of control event to make these repayments and any required redemption or repurchases of tendered Notes.

***An active public trading market for Notes may not develop.***

Issuances of Notes represent a new issue of securities for which there is currently no established trading market. Although the Company intends to obtain admission of the Notes to trading on the Euro MTF market of the Luxembourg Stock Exchange, there can be no assurance whether such listing will be obtained and for how long it may be sustained.

Further, there can be no assurance regarding the future development of a market for the Notes or the ability of Holders to sell their Notes or the price at which Holders may be able to sell their Notes. If such a market were to develop, the Notes could trade at prices that may be higher or lower than the initial offering price depending on many factors, including prevailing interest rates, the Company's operating results, the market for similar securities and other factors, including general economic conditions, performance and prospects, as well as analyst recommendations. The liquidity of, and the trading market for, the Notes may also be adversely affected by a general decline in debt securities markets. Such a decline may affect the liquidity and trading of the Notes independent of the Company's financial performance and prospects. In an illiquid market, Holders may be unable to sell Notes at fair market prices, or at all. The possibility to sell Notes might additionally be restricted by country specific reasons. A potential investor must therefore be prepared to retain the Notes for an unspecified time period.

***Transfer of the Notes will be restricted, which may adversely affect the value of the Notes.***

The Notes will not be registered under the Securities Act, or any U.S. state securities laws. Consequently the Notes may not be offered or sold in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws, and Holders who have acquired the Notes may be required to bear the costs of their investment in the Notes until their maturity. It is the Holders' obligation to ensure that their offers and sales of the Notes within the United States and other countries comply with applicable securities laws.

***The development of market prices of the Notes depends on various factors.***

The market value of the Notes is influenced by a change in the creditworthiness (or the perception thereof) of the Company and by the credit rating of the Company and a number of other factors including Market Interest Rate levels and rate of return.

The development of market prices of the Notes depends on various interacting factors, including but not limited to, changes of Market Interest Rate levels, the policies of central banks, overall economic developments, political events, inflation rates or the lack of or excess demand for the relevant type of Note. Holders are therefore exposed to the risk of an unfavorable development of market prices of the Notes which could materialize upon a sale of Notes.



***The trading market for debt securities may be volatile and may be adversely impacted by many events.***

The market for debt securities issued by the Company is influenced by a number of interrelated factors, including economic, financial and political conditions and events in Germany as well as economic conditions and, to varying degrees, market conditions, interest rates, currency exchange rates and inflation rates in other European and other industrialized countries. There can be no assurance that events in Germany, Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of the Notes or that economic and market conditions will not have any other adverse effect. Accordingly, the price at which a Holder will be able to sell his Notes may be at a discount, which could be substantial, to the issue price, or the purchase price paid by such Holder.

***Ratings may not reflect all risks and are subject to change.***

Ratings assigned to the Company by rating agencies are an indicator of the Company's ability to meet its obligations under the Notes in a timely manner. The lower the assigned rating is on the respective scale the higher the respective rating agency assesses the risk that the Company's obligations will not be met at all or not be met in a timely manner. The market value of the Notes from time to time is likely to be dependent upon the level of credit rating assigned to the long-term debt of the Company. Rating agencies may change, suspend or withdraw their ratings at short notice. A change, suspension or withdrawal of a rating may affect the price and the market value of the Notes. A Holder may thus incur financial disadvantages as he may not be able to sell the Notes or will only be able to do so at a discount, which could be substantial, to the issue price or the purchase price paid by such Holder.

One or more independent credit rating agencies may assign credit ratings to the Notes. Such ratings may not reflect the potential impact of all risks related to the structure, market and additional factors discussed herein, and other factors that may affect the value of the Notes. In addition, S&P, Moody's or any other rating agency may change its methodologies for rating securities with features similar to the Notes in the future. This may include the relationship between ratings assigned to an issuer's senior securities and ratings assigned to securities with features similar to the Notes, sometimes called "notching". If the rating agencies were to change their practices for rating such securities in the future and the ratings of the Notes were to be lowered as a consequence thereof, this could have a material adverse effect on the trading price of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised or withdrawn by the rating agency at any time.

***Incidental costs related in particular to the purchase and sale of Notes may have a significant impact on the profit potential of the Notes.***

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) may be incurred in addition to the purchase or sale price of the Notes. These incidental costs may significantly reduce or eliminate any profit from holding the Notes. Credit institutions generally charge commissions which are either fixed minimum commissions or *pro rata* commissions, depending on the order value. To the extent that additional - domestic or foreign - parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, investors may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third-party costs).

In addition to such costs directly related to the purchase of Notes (direct costs), investors may also incur follow-up costs (such as custody fees). Investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes. These additional costs may significantly reduce or eliminate any profit from holding the Notes.

***Because the Global Notes are held by or on behalf of the relevant Clearing System, potential investors will have to rely on their procedures for transfer, payment and communication with the Company.***

The Notes will be represented by the temporary global notes and/or permanent global notes (together, the "Global Notes"). These Global Notes will be deposited with or on behalf of Euroclear Bank SA/NV and Clearstream Banking S.A., Luxembourg or Clearstream Banking AG, Frankfurt (together, the "Clearing Systems"). Holders will not be entitled to receive definitive notes. The Clearing Systems will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by the Global Notes, investors will only be able to trade their beneficial interests through the Clearing Systems and the Company will discharge its payment obligations under the Notes by making payments to, or to the order of, the Clearing Systems for distribution to their account holders. A holder of a beneficial interest in the Global Notes must rely on the procedures of the Clearing Systems to receive payments under the Notes. The Company has no responsibility or liability for the records relating to, or payments made in respect of beneficial interests in, the Global Notes.

***No assurance can be given as to the impact of any possible judicial decision or change of laws or administrative practices after the date of issue of the relevant Notes.***

The Terms and Conditions are based on the laws of Germany in effect as of the date of issuance of the relevant Notes. No assurance can be given as to the impact of any possible judicial decision or change in German law or administrative practice or the official application or interpretation of German law after the date issuance of the relevant Notes.

***A potential investor may not rely on the Company, the Dealers or any of their respective affiliates in connection with its determination as to the legality or suitability of its acquisition of the Notes.***

Each potential investor in the Notes must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, whether its acquisition of the Notes is fully consistent with its (or if it is acquiring the Notes in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition, complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (whether acquiring the Notes as principal or in a fiduciary capacity) and is a fit, proper and suitable investment for it (or if it is acquiring the Notes in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding the Notes.

A potential investor may not rely on the Company, the Dealers or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Notes or as to the other matters referred to above.

Without independent review and advice, a potential investor may not adequately understand the risks inherent with an investment in the Notes and may lose parts or all of its capital invested without taking such or other risks into consideration before investing in the Notes.

***The Terms and Conditions, including the terms of payment of principal and interest, can be amended by a Holders' resolution and any such resolution will be binding for all Holders. Any such resolution may effectively be passed with the consent of less than a majority of the aggregate principal amount of the Notes then outstanding.***

The Terms and Conditions may be amended or other measures relating to the Notes may be resolved by majority resolution of the Holders. The voting process under the Terms and Conditions will be governed by the German Act on Issues of Debt Securities (*Gesetz über Schuldverschreibungen aus Gesamtemissionen*) ("**SchVG**"), pursuant to which the required participation of Holder votes (quorum) is principally set at 50% of the aggregate principal amount of the Notes then outstanding. In case there is no sufficient quorum, there is no minimum quorum requirement at a second meeting (unless the resolution to be passed requires a qualified majority, in which case Holders representing at least 25% of the principal amount of Notes then outstanding must participate in the meeting or voting). As the relevant majority for Holders' resolutions is generally based on votes cast, rather than on principal amount of the Notes outstanding, the aggregate principal amount required to vote in favor of an amendment will vary based on the Holders participating in such vote. Therefore, a Holder is subject to the risk of being outvoted by a majority resolution of other Holders and losing rights towards the Company against his will in the event that Holders holding a sufficient aggregate principal amount of the Notes participate in the vote and agree to amend the Terms and Conditions or on other matters relating to the Notes by majority vote in accordance with the Terms and Conditions and the SchVG.

***The insolvency laws of Luxembourg may not be as favorable to Holders as the laws of other jurisdictions. Furthermore, the Company may shift its center of main interest to jurisdictions that are less favorable to Holders and thereby preclude or limit the ability of Holders to recover payments due on the Notes.***

The Company is organized under the laws of Luxembourg and has its registered office in Luxembourg. A court is therefore likely to hold that the center of main interest of the Company is in Luxembourg. Consequently, *provided that* this presumption will not be rebutted and the center of main interest will not be shifted to another jurisdiction by the Company, any insolvency proceedings with regard to the Company are likely to be initiated in Luxembourg and would most likely be governed by the insolvency laws of Luxembourg. The provisions of Luxembourg insolvency law may differ substantially from the insolvency laws of other jurisdictions, including with respect to preferred satisfaction of secured creditors from enforcement proceedings, the ability to obtain post-petition interest and the duration of the insolvency proceedings, and hence may be less favorable to Holders than comparable provisions of other jurisdictions. The Company may shift its center of main interest, and thereby the applicable restructuring or insolvency laws, to another jurisdiction, which could offer less favorable terms to Holders than the laws of Luxembourg. In addition, even without such intentional shift of the center of main interests by the Company, it cannot be ruled out that a court or other competent authority of such other jurisdiction will deem the restructuring or insolvency laws of such jurisdiction to be applicable and opens

restructuring or insolvency proceedings under the laws of such jurisdiction with or without the consent of the Company.

Thus, the ability of Holders to recover payments due on the Notes may be or may become more limited or precluded than would be the case under the laws of other jurisdictions.

***In case of certain events of default, the Notes will only be redeemable if Holders holding at least 15% of the aggregate principal amount of the Notes then outstanding declare the Notes due and payable. Such declaration of acceleration may be rescinded by majority resolution of the Holders.***

The Terms and Conditions provide that, in case of certain events of default, any notice declaring the Notes due and payable shall become effective only when BNP Paribas Securities Services, Luxembourg branch (the “**Paying Agent**”) has received such default notices from Holders representing at least 15% of the aggregate principal amount of the Notes then outstanding. In addition, under the SchVG, even if the threshold of 15% for a default notice has been reached, the Holders could rescind such acceleration by majority resolution within three months. A simple majority of votes would be sufficient for a resolution on the rescission of such acceleration but, in any case, more Holders would have to consent to a rescission than have delivered default notices.

Holders should be aware that, as a result, they may not be able to accelerate the Notes upon the occurrence of certain events of default, unless the required quorum of Holders delivers default notices and such acceleration is not rescinded by majority resolution of the Holders.

***Since no Holders’ Representative will be appointed as from the Issue Date, it may be difficult for Holders to take collective action with respect to the Notes.***

No initial representative for the Holders (the “**Holders’ Representative**”) will be appointed under the Terms and Conditions and as a consequence it will become more difficult for Holders to take collective action with respect to the Notes. Any appointment of a Holders’ Representative of the Notes post-issuance of the Notes will, therefore, require a majority resolution of the Holders.

If a Holders’ Representative has been appointed by majority resolution of the Holders, it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Company, if such right was passed to the Holders’ Representative by a majority vote. In such case, the Holders’ Representative becomes exclusively responsible to claim and enforce the rights of all of the Holders.

***It is possible that a Holder may be deprived in its individual right to pursue and enforce its rights under the Terms and Conditions if such right was passed on a Holders’ Representative.***

If a Holders’ Representative will be appointed by majority decision of the Holders it is possible that a Holder may be deprived of its individual right to pursue and enforce its rights under the Terms and Conditions against the Company, if such right was passed to the Holders’ Representative by majority vote for the Notes who is then exclusively responsible to claim and enforce the rights of all the Holders.

***The income from the Notes may be reduced by taxes.***

Potential investors should be aware that they may be required to pay taxes or other charges or duties in accordance with the laws and practices of the country where the Notes are transferred or other jurisdictions. In some jurisdictions, no official statements of the tax authorities or court decisions may be available for financial instruments such as the Notes. Potential investors should ask for their own tax advisor’s advice on their individual taxation with respect to the acquisition, sale and redemption of the Notes. Only these advisors are in a position to duly consider the specific situation of the relevant investor. In addition, potential investors should be aware that tax laws and regulations as well as the interpretation and application thereof by the fiscal courts and the fiscal authorities may change, possibly with retroactive effect, which may result in a higher tax or administrative burden in connection with the taxation and withholding of income from the Notes.

***Green or Social Bond Use of Proceeds May Not Meet Investors’ Sustainable Investment Criteria***

In respect of any Notes issued with a specific use of proceeds, such as a Green Bond, there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor.

The Final Terms relating to any specific Tranche of Notes may provide that it will be the Company’s intention to apply the proceeds from an offer of those Notes specifically for projects and activities that promote climate-friendly and other environmental purposes (the “**Green Projects**”). Prospective investors should have regard to

the information set out in the relevant Final Terms regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Notes together with any other investigation such investor deems necessary. In particular no assurance is given by the Company that the use of such proceeds for any Green Projects will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any Green Projects. Furthermore, it should be noted that there is currently no clearly defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a “green” or “sustainable” or “social” or an equivalently-labelled project or as to which precise attributes are required for a particular project to be defined as “green” or “sustainable” or “social” or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time. Accordingly, no assurance is or can be given to investors that any projects or uses the subject of, or related to, any Green Projects will meet any or all investor expectations regarding such “green”, “sustainable” or “social” or other equivalently-labelled performance objectives or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Green Projects. Also the criteria for what constitutes a Green Project may be changed from time to time.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Company) which may be made available in connection with the issue of any Notes and in particular with any Green Projects to fulfil any environmental, sustainability, social and/or other criteria. Any such opinion may not address risks that may affect the value of Notes or any project. For the avoidance of doubt, any such opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Offering Memorandum. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Company or any other person to buy, sell or hold any such Notes. Any such opinion or certification is only current as of the date that opinion was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Notes. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight.

In the event that any such Notes are listed or admitted to trading on any dedicated “green”, “environmental”, “sustainable” or “social” or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Company or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any Green Projects. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Company or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

While it is the intention of the Company to apply the proceeds of any Notes so specified for Green Projects in, or substantially in, the manner described in the relevant Final Terms, there can be no assurance that the relevant project(s) or use(s) the subject of, or related to, any Green Projects will be capable of being implemented in or substantially in such manner and/or accordance with any timing schedule and that accordingly such proceeds will be totally or partially disbursed for such Green Projects. Nor can there be any assurance that such Green Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Company. Any such event or failure by the Company will not constitute an Event of Default under the Notes.

Any such event or failure to apply the proceeds of any issue of Notes for any Green Projects as aforesaid and/or withdrawal of any such opinion or certification or any such opinion or certification attesting that the Company is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on and/or any such Notes no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid may have a material adverse effect on the value of such Notes and also potentially the value of any other Notes which are intended to finance Green Projects and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

## GENERAL DESCRIPTION OF THE PROGRAMME

### General

Under the Programme, the Company may from time to time issue Notes to one or more Dealer(s). The maximum aggregate principal amount of all Notes at any time outstanding under the Programme will not exceed €5,000,000,000 (or its equivalent in any other currency). The Company may increase the amount of the Programme in accordance with the terms of the Dealer Agreement (as defined below) from time to time.

Notes may be issued to one or more Dealer(s) appointed from time to time by the Company for a specific issue. Notes may be distributed by way of private placements and on a syndicated or non-syndicated basis. The method of distribution of each Tranche will be stated in the Final Terms.

This Offering Memorandum does not constitute an Offering Memorandum under the Prospectus Regulation. Accordingly, any offer of Notes to the public under this Offering Memorandum is not permitted in any Member State of the EEA or the UK except that an offer of such Notes to the public in any Member State of the EEA or the UK may be permissible at any time:

- (a) to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer(s) nominated by the Company for any such offer; or
- (c) in any other circumstances falling within Article 1 (4) of the Prospectus Regulation.

Notes will be issued in Tranches, each Tranche consisting of Notes which are identical in all respects. One or more Tranches, which are expressed to be consolidated and forming a single series and identical in all respects, but having different issue dates, interest commencement dates, issue prices and dates for first interest payments may form a series (“**Series**”) of Notes. Further Notes may be issued as part of existing Series.

Notes will be issued in such denominations as may be agreed between the Company and the relevant Dealer(s) and as indicated in the applicable Final Terms save that the minimum denomination of the Notes will be €100,000 or an amount in any other currency which is at least equivalent to €100,000 on the issue date, save that the minimum denomination of the Notes will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

Notes may be issued at an issue price which is at par or at a discount to, or at a premium over, par, as stated in the Final Terms. The issue price for Notes to be issued will be determined at the time of pricing on the basis of a yield which will be determined on the basis of the orders of the investors which are received by the Dealers. Orders will specify a minimum yield or a spread and may only be confirmed at or above such yield or spread respectively. The resulting yield will be used to determine an issue price, all to correspond to the yield. The Notes are freely transferable.

Notes will be accepted for clearing through one or more Clearing Systems as specified in the Final Terms. These systems will include those operated by Clearstream Banking AG, Frankfurt am Main, Germany (“**CBF**”), Clearstream Banking S.A., Luxembourg (“**CBL**”) and Euroclear Bank SA/NV, Brussels (“**Euroclear**”).

### Issue Procedures

#### General

The Company and the relevant Dealer(s) will agree on the terms and conditions applicable to each particular Tranche of Notes (the “**Conditions**”). The Conditions will be constituted by the relevant set of Terms and Conditions of the Notes set forth below (the “**Terms and Conditions**”) as further specified by the provisions of the Final Terms as set out below.

### ***Options for sets of Terms and Conditions***

A separate set of Terms and Conditions applies to each type of Notes, as set forth below. The Final Terms provide for the Company to choose among the following Options:

Option I – Terms and Conditions for Notes with fixed interest rates; and

Option II – Terms and Conditions for Notes with floating interest rates.

### ***Documentation of the Conditions***

The Company may document the Conditions of an individual issue of Notes in either of the following ways:

The Final Terms shall be completed as set out therein. The Final Terms shall determine which of Option I or Option II, including certain further options contained therein, respectively, shall be applicable to the individual issue of Notes by replicating the relevant provisions and completing the relevant placeholders of the relevant set of Terms and Conditions as set out in this Offering Memorandum in the Final Terms. The replicated and completed provisions of the set of Terms and Conditions shall constitute the Conditions, which will be attached to each global note representing the Notes of the relevant Tranche.

Alternatively, the Final Terms shall determine which of Option I or Option II and of the respective further options contained in each of Option I or Option II are applicable to the individual issue by only referring to the specific sections of the relevant set of Terms and Conditions as set out in this Offering Memorandum. The Final Terms will specify that the provisions of the Final Terms and the relevant set of Terms and Conditions as set out in this Offering Memorandum, taken together, shall constitute the Conditions. Each global note representing a particular Tranche of Notes will have the Final Terms and the relevant set of Terms and Conditions as set out in this Offering Memorandum attached.

### ***Determination of Options / Completion of Placeholders***

The Final Terms shall determine which of Option I or Option II shall be applicable to the individual issue of Notes. Each of the sets of Terms and Conditions of Option I or Option II also contains certain further options (characterized by indicating the optional provision through instructions and explanatory notes set out either on the left of or in the square brackets within the text of the relevant set of Terms and Conditions as set out in this Offering Memorandum) as well as placeholders (characterized by square brackets which include the relevant items) which will be determined by the Final Terms as follows:

#### ***Determination of Options***

The Company will determine which options will be applicable to the individual issue either by replicating the relevant provisions in the Final Terms or by reference of the Final Terms to the sections of the relevant set of Terms and Conditions as set out in this Offering Memorandum. If the Final Terms do not replicate or refer to an alternative or optional provision it shall be deemed to be deleted from the Conditions.

#### ***Completion of Placeholders***

The Final Terms will specify the information with which the placeholders in the relevant set of Terms and Conditions will be completed. In case the provisions of the Final Terms and the relevant set of Terms and Conditions, taken together, shall constitute the Conditions, the relevant set of Terms and Conditions shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the placeholders of such provisions.

In that case, all instructions and explanatory notes and text set out in square brackets in the relevant set of Terms and Conditions and any footnotes and explanatory text in the Final Terms will be deemed to be deleted from the Conditions.

#### ***Controlling Language***

The Final Terms will specify German or English to be the controlling language.

## TERMS AND CONDITIONS OF THE NOTES – German Language Version EMISSIONSBEDINGUNGEN

Die Emissionsbedingungen für die Schuldverschreibungen (die „Emissionsbedingungen“) sind nachfolgend in zwei Optionen aufgeführt:

**Option I** umfasst den Satz der Emissionsbedingungen, der auf Tranchen von Schuldverschreibungen mit fester Verzinsung Anwendung findet.

**Option II** umfasst den Satz der Emissionsbedingungen, der auf Tranchen von Schuldverschreibungen mit variabler Verzinsung Anwendung findet.

Der Satz von Emissionsbedingungen für jede dieser Optionen enthält bestimmte weitere Optionen, die entsprechend gekennzeichnet sind, indem die jeweilige optionale Bestimmung durch Instruktionen und Erklärungen in eckigen Klammern innerhalb des Satzes der Emissionsbedingungen bezeichnet wird.

In den Endgültigen Bedingungen wird die Emittentin festlegen, welche der Option I oder Option II (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) für die einzelne Emission von Schuldverschreibungen Anwendung findet, indem entweder die betreffenden Angaben wiederholt werden oder auf die betreffenden Optionen verwiesen wird.

Soweit die Emittentin zum Zeitpunkt der Billigung des Offering Memorandums keine Kenntnis von bestimmten Angaben hatte, die auf eine einzelne Emission von Schuldverschreibungen anwendbar sind, enthält dieses Offering Memorandum Platzhalter in eckigen Klammern, die die maßgeblichen durch die Endgültigen Bedingungen zu vervollständigenden Angaben enthalten.

**[Im Fall, dass die Optionen, die für eine einzelne Emission anwendbar sind, in den Endgültigen Bedingungen durch Verweis auf die weiteren Optionen bestimmt werden, die im Satz der Emissionsbedingungen der Option I oder Option II enthalten sind:**

Die Bestimmungen dieser Emissionsbedingungen gelten für diese Schuldverschreibungen so, wie sie durch die Angaben der beigefügten endgültigen Bedingungen (die „Endgültigen Bedingungen“) vervollständigt werden. Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen dieser Emissionsbedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären; alternative oder wählbare Bestimmungen dieser Emissionsbedingungen, deren Entsprechungen in den Endgültigen Bedingungen nicht ausgefüllt oder die

## TERMS AND CONDITIONS OF THE NOTES – English Language Version

The Terms and Conditions of the Notes (the “**Terms and Conditions**”) are set forth below for two options:

**Option I** comprises the set of Terms and Conditions that applies to tranches of Notes with fixed interest rates.

**Option II** comprises the set of Terms and Conditions that applies to tranches of Notes with floating interest rates.

The set of Terms and Conditions for each of these Options contains certain further options, which are characterized accordingly by indicating the respective optional provision through instructions and explanatory notes set out in square brackets within the set of Terms and Conditions.

In the Final Terms the Company will determine which of Option I or Option II, including certain further options contained therein, shall apply with respect to an individual issue of Notes, either by replicating the relevant provisions or by referring to the relevant options.

To the extent that at the time of approval of the Offering Memorandum the Company had no knowledge of certain items which are applicable to an individual issue of Notes, this Offering Memorandum contains placeholders set out in square brackets which contain the relevant items that are to be completed by the Final Terms.

**[In case the options applicable to an individual issue are to be determined by referring in the Final Terms to the relevant further options contained in the set of Terms and Conditions for Option I or Option II:**

The provisions of these Terms and Conditions apply to the Notes as completed by the information contained in the final terms which are attached hereto (the “**Final Terms**”). The blanks in the provisions of these Terms and Conditions which are applicable to the Notes shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the blanks of such provisions; alternative or optional provisions of these Terms and Conditions as to which the corresponding provisions of the Final Terms are not completed or are deleted shall be deemed to be deleted from these Terms and Conditions; and all provisions of these

gestrichen sind, gelten als aus diesen Emissionsbedingungen gestrichen; sämtliche auf die Schuldverschreibungen nicht anwendbaren Bestimmungen dieser Emissionsbedingungen (einschließlich der Anweisungen, Anmerkungen und der Texte in eckigen Klammern) gelten als aus diesen Emissionsbedingungen gestrichen, so dass die Bestimmungen der Endgültigen Bedingungen Geltung erhalten. Kopien der Endgültigen Bedingungen sind kostenlos bei der bezeichneten Geschäftsstelle des Emissionsstelle sowie bei der Hauptgeschäftsstelle der Emittentin erhältlich; bei nicht an einer Börse notierten Schuldverschreibungen sind Kopien der betreffenden Endgültigen Bedingungen allerdings ausschließlich für die Gläubiger solcher Schuldverschreibungen erhältlich.]

Terms and Conditions which are inapplicable to the Notes (including instructions, explanatory notes and text set out in square brackets) shall be deemed to be deleted from these Terms and Conditions, as required to give effect to the terms of the Final Terms. Copies of the Final Terms may be obtained free of charge at the specified office of the Fiscal Agent and at the principal office of the Company provided that, in the case of Notes which are not listed on any stock exchange, copies of the relevant Final Terms will only be available to Holders of such Notes.]



OPTION I – EMISSIONSBEDINGUNGEN FÜR  
FESTVERZINSLICHE  
SCHULDVERSCHREIBUNGEN

ANLEIHEBEDINGUNGEN  
(die „Anleihebedingungen“)

§ 1

WÄHRUNG, STÜCKELUNG, FORM,  
BESTIMMTE DEFINITIONEN

- (1) *Währung; Stückelung.* Diese Emission von Schuldverschreibungen (die „Schuldverschreibungen“) der ADLER Group S.A., 1B, Heienhaff, L-1736 Senningerberg, Großherzogtum Luxemburg und eingetragen im Luxemburger Handels- und Geschäftsregister (*Registre de Commerce et des Sociétés, Luxembourg*) unter Nummer B197554 (die „Emittentin“), wird am [Begebungstag] (der „Begebungstag“) in [festgelegte Währung] (die „Festgelegte Währung“) im Gesamtnennbetrag [falls die Globalurkunde eine NGN ist gilt folgendes: (vorbehaltlich § 1(6))] von [Gesamtnennbetrag] (in Worten: [Gesamtnennbetrag in Worten]) in einer Stückelung von [Festgelegte Währung] [Festgelegte Stückelung] (die „Festgelegte Stückelung“) begeben.
- (2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber.
- (3) *Vorläufige Globalurkunde – Austausch gegen Dauerglobalurkunde.*
- (a) Die Schuldverschreibungen werden anfänglich durch eine vorläufige Globalurkunde (die „Vorläufige Globalurkunde“) ohne Zins-scheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die „Dauerglobalurkunde“ und, zusammen mit der Vorläufigen Globalurkunde, die „Globalurkunden“) ohne Zins-scheine verbrieft sind, ausgetauscht. [Im Fall von Euroclear und CBL und wenn die Globalurkunde eine NGN ist, gilt folgendes: Die Einzelheiten eines solchen Austausches werden in die Register der ICSD (wie nachstehend definiert) eingetragen.] Die Vorläufige Globalurkunde und die Dauerglobalurkunde werden jeweils von einem ordnungsgemäß bevollmächtigten Vertreter der

OPTION I – TERMS AND CONDITIONS THAT  
APPLY TO FIXED RATE NOTES

TERMS AND CONDITIONS  
(the “Terms and Conditions”)

§ 1

CURRENCY, DENOMINATION, FORM  
CERTAIN DEFINITIONS

- (1) *Currency; Denomination.* This issue of notes (the “Notes”) of ADLER Group S.A., 1B, Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B197554 (the “Issuer”), is being issued in [Specified Currency] (the “Specified Currency”) in the aggregate principal amount [In case the Global Note is an NGN the following applies: (subject to § 1(6))] of [aggregate principal amount] (in words: [aggregate principal amount in words]) in a denomination of [Specified Currency] [Specified Denomination] (the “Specified Denomination”) on [Issue Date] (the “Issue Date”).
- (2) *Form.* The Notes are being issued in bearer form.
- (3) *Temporary Global Note - Exchange for Permanent Global Note.*
- (a) The Notes are initially represented by a temporary global note (the “Temporary Global Note”) without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the “Permanent Global Note” and, together with the Temporary Global Note, the “Global Notes”) without coupons. [In the case of Euroclear and CBL and if the Global Note is an NGN the following applies: The details of such exchange shall be entered in the records of the ICSD (as defined below).] The Temporary Global Note and the Permanent Global Note shall each be signed by an authorized representative of the Issuer and shall each be authenticated by or on behalf of the Paying Agent. Definitive certificates representing individual

Emittentin unterschrieben und sind jeweils von der Zahlstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden für die Schuldverschreibungen und Zinsscheine werden nicht ausgegeben.

- (b) Die Vorläufige Globalurkunde wird an einem Tag (der „Austauschtag“) gegen die Dauerglobalurkunde ausgetauscht, der nicht mehr als 180 Tage nach dem Begebungstag liegt. Der Austausch wird nicht weniger als 40 Tage nach dem Begebungstag liegen. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Solange die Schuldverschreibungen durch eine Vorläufige Globalurkunde verbrieft sind, werden Zinszahlungen erst nach Vorlage solcher Bescheinigungen vorgenommen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Begebungstag eingeht, wird als ein Ersuchen behandelt werden, die Vorläufige Globalurkunde gemäß diesem § 1(3)(b) auszutauschen. Schuldverschreibungen, die im Austausch für die Vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 1[(7)] definiert) geliefert werden.

- (4) *Clearingsystem.* Jede Globalurkunde wird solange von einem oder im Namen eines Clearingsystems verwahrt, bis sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind. „Clearingsystem“ bezeichnet *[bei mehr als einem Clearingsystem gilt folgendes: jeweils]* folgendes: [Clearstream Banking AG, Frankfurt am Main („CBF“)] [Clearstream Banking S.A., Luxemburg („CBL“)] [und] [Euroclear Bank SA/NV, Brüssel („Euroclear“)] sowie jeder Funktionsnachfolger. *[Im Falle von CBL oder Euroclear als Clearingsystem, gilt folgendes: „International Central Securities Depository“ oder „ICSD“*

Notes and coupons will not be issued.

- (b) The Temporary Global Note shall be exchanged for the Permanent Global Note on a date (the “**Exchange Date**”) not later than 180 days after the Issue Date. The Exchange Date shall not be earlier than 40 days after the Issue Date. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the Issue Date will be treated as a request to exchange the Temporary Global Note pursuant to this § 1(3)(b). Any Notes delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 1[(7)]).

- (4) *Clearing System.* Each Global Note will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied. “**Clearing System**” means *[in case of more than one Clearing System, the following applies: each of]* the following: [Clearstream Banking AG, Frankfurt am Main (“CBF”)] [Clearstream Banking S.A., Luxembourg (“CBL”)] [and] [Euroclear Bank SA/NV, Brussels (“Euroclear”)] and any successor in such capacity. *[In the case of CBL and Euroclear as Clearing System the following applies: “International Central Securities Depository” or “ICSD”* means each of CBL

bezeichnet jeweils CBL und Euroclear (zusammen die „ICSDs“).

*[Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden und falls die Globalurkunde eine NGN ist gilt folgendes:* Die Schuldverschreibungen werden in Form einer New Global Note („NGN“) ausgegeben und von einem Common Safekeeper im Namen beider ICSDs verwahrt.]

*[Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden und falls die Globalurkunde eine CGN ist gilt folgendes:* Die Schuldverschreibungen werden in Form einer Classical Global Note („CGN“) ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

- (5) *Gläubiger von Schuldverschreibungen.* „Gläubiger“ bezeichnet jeden Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen.

*[Falls die Globalurkunde eine NGN ist, gilt folgendes:*

- (6) *Register der ICSDs.* Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen die Register zu verstehen sind, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind abschließender Nachweis des Gesamtnennbetrags der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Gesamtnennbetrag der so verbrieften Schuldverschreibungen ist abschließender Nachweis des Inhalts des Registers des betreffenden ICSD zu dem fraglichen Zeitpunkt.

Bei jeder Rück- oder Zinszahlung auf die durch die Globalurkunde verbrieften Schuldverschreibungen bzw. beim Kauf und der Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten der Rückzahlung, der Zinszahlung oder des Kaufs und der Entwertung bezüglich der Globalurkunde entsprechend in die Unterlagen der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der

and Euroclear (together, the “ICSDs”)].

*[In the case of Notes kept in custody on behalf of the ICSDs and the Global Note is an NGN, the following applies:* The Notes are issued in new global note (“NGN”) form and are kept in custody by a common safekeeper on behalf of both ICSDs.]

*[In the case of Notes kept in custody on behalf of the ICSDs and the Global Note is a CGN, the following applies:* The Notes are issued in classical global note (“CGN”) form and are kept in custody by a common depository on behalf of both ICSDs.]

- (5) *Holder of Notes.* “Holder” means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.

*[In the case the Global Note is an NGN, the following applies:*

- (6) *Records of the ICSDs.* The aggregate principal amount of Notes represented by the Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer’s interest in the Notes) shall be conclusive evidence of the aggregate principal amount of Notes represented by the Global Note and, for these purposes, a statement issued by an ICSD stating the aggregate principal amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the Global Note the Issuer shall procure that details of any redemption, payment of interest or purchase and cancellation (as the case may be) in respect of the Global Note shall be entered accordingly in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and

zurückgezählten bzw. gekauften und entwerteten Schuldverschreibungen abgezogen wird.

Sofern nur ein Teil der Schuldverschreibungen, die durch eine Vorläufige Globalurkunde verbrieft sind, ausgetauscht wird, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs entsprechend in die Register der ICSDs aufgenommen werden.]

[(7)] *Vereinigte Staaten.* Für die Zwecke dieser Anleihebedingungen bezeichnet „**Vereinigte Staaten**“ die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und den Northern Mariana Islands).

## § 2 STATUS

Die Schuldverschreibungen begründen unmittelbare, unbedingte, nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit solchen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

## § 3 NEGATIVVERPFLICHTUNG

(1) *Negativverpflichtung.* Die Emittentin verpflichtet sich, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen der Zahlstelle zur Verfügung gestellt wurden, keine dinglichen Sicherheiten an ihren Vermögenswerten zur Besicherung von Kapitalmarktverbindlichkeiten mit Ausnahme verbriefter Kapitalmarktverbindlichkeiten und Projekt-Kapitalmarktverbindlichkeiten zu bestellen oder fortbestehen zu lassen, und zu gewährleisten, dass keine ihrer Wesentlichen Tochtergesellschaften die zuvor genannten Sicherheiten bestellt oder fortbestehen lässt, es sei denn, die Verbindlichkeiten der Emittentin aus den Schuldverschreibungen werden, vorbehaltlich Absatz (3), durch die betreffende Sicherheit gleichrangig und anteilig mit der jeweiligen Kapitalmarktverbindlichkeit (oder, sofern es sich dabei um eine nachrangige Verbindlichkeit handelt, im Vergleich dazu vorrangig) besichert.

cancelled.

On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered accordingly in the records of the ICSDs.]

[(7)] *United States.* For the purposes of these Terms and Conditions, “**United States**” means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and Northern Mariana Islands).

## § 2 STATUS

The Notes constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.

## § 3 NEGATIVE PLEDGE

(1) *Negative Pledge.* The Issuer undertakes, so long as any Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Paying Agent, not to create or permit to subsist, and to procure that none of its Material Subsidiaries will create or permit to subsist, any security interest *in rem* (*dingliche Sicherheit*) over its assets to secure any Capital Market Indebtedness other than Securitized Capital Market Indebtedness and Project Capital Market Indebtedness unless, subject to paragraph (3), the Issuer’s obligations under the Notes are secured equally and rateably with (or, in case such Capital Market Indebtedness is subordinated debt, senior in priority to) the Capital Market Indebtedness secured by such security interest.

(2) *Beschränkung.* Die Verpflichtungserklärungen nach Absatz (1) gelten jedoch nicht für eine Sicherheit, die (i) über Vermögensgegenstände einer Tochtergesellschaft der Emittentin, die erst nach dem Begebungstag zu einer Tochtergesellschaft der Emittentin wurde, gewährt wurde, vorausgesetzt, dass die Sicherheit nicht im Zusammenhang mit dem Erwerb der Tochtergesellschaft begründet wurde, (ii) nach anwendbarem Recht gesetzlich vorgeschrieben ist, (iii) Voraussetzung für die Gewährung staatlicher Genehmigungen ist, (iv) bereits am Begebungstag bestand, (v) durch eine Tochtergesellschaft zur Sicherung von gegenwärtigen oder zukünftigen Ansprüchen dieser Tochtergesellschaft gegen die Emittentin oder eine ihrer Tochtergesellschaften aufgrund der Weiterleitung von Erlösen aus der Emission von Wertpapieren gewährt wurde, soweit diese Sicherheit zur Sicherung von Verpflichtungen dieser Tochtergesellschaft aus diesen Wertpapieren dient, (vi) eine im Zeitpunkt einer Akquisition bestehende Kapitalmarktverbindlichkeit besichert, die infolge der Akquisition eine Verpflichtung der Emittentin wird, (vii) eine Erneuerung, Verlängerung oder Ersetzung einer Sicherheit gemäß vorstehender Ziffern (i) bis (vi) darstellt, einschließlich, aber nicht beschränkt auf, eine Erneuerung, Verlängerung oder Ersetzung im Zusammenhang mit der Refinanzierung von bestehenden Kapitalmarktverbindlichkeiten, oder (viii) nicht in den Anwendungsbereich von (i) bis (vii) fällt und Kapitalmarktverbindlichkeiten besichert, deren Kapitalbetrag (zusammen mit dem Kapitalbetrag anderer Kapitalmarktverbindlichkeiten, für die dingliche Sicherheiten (gewährt durch die Emittentin oder eine Wesentliche Tochtergesellschaft) bestehen, die nicht in den Anwendungsbereich von (i) bis (vii) fallen) € 200.000.000 (bzw. den Gegenwert in anderen Währungen am Tag der Bestellung dieser Sicherheit) nicht überschreitet.

Eine nach diesem Absatz (2) zu bestellende Sicherheit kann auch zugunsten einer Person, die als Treuhänder der Gläubiger tätig ist, bestellt werden.

(3) *Bestellung von Sicherheiten.* Entsteht für die Emittentin eine Verpflichtung zur Besicherung der Schuldverschreibungen gemäß diesem § 3 (oder entsteht die Verpflichtung, für deren Besicherung durch eine Wesentliche Tochtergesellschaft Sorge zu tragen), so ist die Emittentin berechtigt, diese Verpflichtung dadurch zu erfüllen, dass sie eine Sicherheit an dem jeweiligen

(2) *Limitation.* The undertakings pursuant to paragraph (1) shall not apply to a security which (i) was granted over assets of a subsidiary of the Issuer that becomes a Subsidiary only after the Issue Date *provided that* the security was not created in anticipation of the acquisition of the Subsidiary, (ii) is mandatory according to applicable laws, (iii) is required as a prerequisite for governmental approvals, (iv) existed on the Issue Date, (v) is granted by a Subsidiary over any existing or future claims of this Subsidiary against the Issuer or any of its Subsidiaries as a result of passing on proceeds from the sale of any issuance of any securities, *provided that* such security serves as security for obligations of this Subsidiary under such securities, (vi) secures Capital Market Indebtedness existing at the time of an acquisition that becomes an obligation of the Issuer as a consequence of such acquisition, (vii) constitutes the renewal, extension or replacement of any security pursuant to the foregoing (i) through (vi) including, but not limited to, any renewal, extension or replacement in connection with the refinancing of any existing Capital Market Indebtedness, or (viii) does not fall within the scope of application of (i) through (vii) above and which secures Capital Market Indebtedness with a principal amount (when aggregated with the principal amount of other Capital Market Indebtedness which has the benefit of security (granted by the Issuer or any Material Subsidiary) other than any security falling within the scope of application of (i) through (vii) above) not exceeding €200,000,000 (or its equivalent in other currencies as of the date of granting this security interest).

Any security which is to be provided pursuant to this paragraph (2) may also be provided to a person acting as trustee for the Holders.

(3) *Provision of Security.* Whenever the Issuer becomes obligated to secure (or procure that a Material Subsidiary secures) the Notes pursuant to this § 3, the Issuer shall be entitled to discharge such obligation by providing (or procuring that the relevant Material Subsidiary provides) a security interest in the relevant collateral to a security trustee, such security trustee to hold such

Sicherungsgegenstand zugunsten eines Sicherheitentreuähnders bestellt (bzw. dadurch, dass sie die betreffende Wesentliche Tochtergesellschaft zur Begründung einer solchen Sicherheit veranlasst), und zwar in einer Weise, dass der Sicherheitentreuänder diesen Sicherungsgegenstand dinglich oder, falls rechtlich nicht möglich, aufgrund schuldrechtlicher Vereinbarung gleichrangig zugunsten der Gläubiger der Schuldverschreibungen und der Gläubiger derjenigen Kapitalmarktverbindlichkeit hält, die aufgrund der Besicherung zur Bestellung dieser Sicherheit an dem betreffenden Sicherungsgegenstand führte.

#### § 4 VERZINSUNG

- (1) *Zinssatz und Zinszahlungstage.* Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag verzinst, und zwar vom [Verzinsungsbeginn] (der „Verzinsungsbeginn“) (einschließlich) mit [Zinssatz] % p.a. bis zum Fälligkeitstag (wie in § 6(1) definiert) (ausschließlich). Die Zinsen sind nachträglich am [Zinszahlungstag(e)] eines jeden Jahres zahlbar (jeweils ein „Zinszahlungstag“). Die erste Zinszahlung erfolgt am [ersten Zinszahlungstag] [sofern der erste Zinszahlungstag nicht der erste Jahrestag des Verzinsungsbeginns ist, gilt folgendes: und beläuft sich auf [anfänglicher Bruchteilzinsbetrag je Festgelegte Stückelung]]. [sofern der Fälligkeitstag kein jährlicher Zinszahlungstag ist, gilt folgendes: Die Zinsen für den Zeitraum vom [letzter dem Fälligkeitstag vorausgehender Zinszahlungstag] (einschließlich) bis zum Fälligkeitstag (ausschließlich) belaufen sich auf [abschließender Bruchteilzinsbetrag je Festgelegte Stückelung].]
- (2) *Zahlungsverzug.* Wenn die Emittentin aus irgendeinem Grund die Schuldverschreibungen bei Fälligkeit nicht zurückzahlt, wird der ausstehende Betrag vom Tag der Fälligkeit (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen (ausschließlich) mit dem gesetzlichen Verzugszins<sup>1</sup> verzinst. Die Geltendmachung eines weitergehenden Schadens im Falle eines Zahlungsverzugs ist nicht ausgeschlossen.

collateral and the security interest that gave rise to the creation of such collateral, equally, for the benefit of the Holders and the holders of the Capital Market Indebtedness secured by the security interest that gave rise to the creation of such security interest in such collateral, such equal rank to be created *in rem* or, if impossible to create *in rem*, contractually.

#### § 4 INTEREST

- (1) *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their principal amount at the rate of [Rate of Interest] % per annum from (and including) [Interest Commencement Date] (the “Interest Commencement Date”) to (but excluding) the Maturity Date (as defined in § 6(1)). Interest shall be payable annually in arrears on [Interest Payment Date(s)] in each year (each such date, an “Interest Payment Date”). The first payment of interest shall be made on [first Interest Payment Date] [if the first Interest Payment Date is not the first anniversary of Interest Commencement Date the following applies: and will amount to [Initial Broken Amount per Specified Denomination]]. [if the Maturity Date is not an annual Interest Payment Date the following applies: Interest in respect of the period from (and including) [last Interest Payment Date preceding the Maturity Date] to (but excluding) the Maturity Date will amount to [Final Broken Amount per Specified Denomination].]
- (2) *Late Payment.* If the Issuer for any reason fails to redeem the Notes when due, interest shall continue to accrue on the outstanding amount from (and including) the due date to (but excluding) the date of actual redemption of the Notes at the default rate of interest established by law<sup>2</sup>. Claims for further damages in case of late payment are not excluded.

<sup>1</sup> Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutsche Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Absatz 1 BGB.

<sup>2</sup> The default rate of interest established by statutory law is five percentage points above the basis rate of interest published by Deutsche Bundesbank from time to time, §§ 288 paragraph 1, 247 paragraph 1 of the German Civil Code.

- (3) *Berechnung der Zinsen für Zeiträume von weniger als einem Jahr.* Sofern Zinsen für einen Zeitraum von weniger als einem vollen Jahr zu berechnen sind, erfolgt [sofern der erste Zinszahlungstag nicht der erste Jahrestag des Verzinsungsbeginns ist und die anfänglichen Bruchteilszinsbeträge je festgelegte Stückelung in den Endgültigen Bedingungen festgelegt wurden, gilt folgendes:], außer für den ersten Zinszahlungszeitraum,] die Berechnung auf der Grundlage des Zinstagequotienten (wie nachfolgend definiert). [Falls die festgelegte Währung Euro ist, und falls Actual/Actual (ICMA) anwendbar ist, gilt folgendes: Die Anzahl der Zinszahlungstage je Kalenderjahr (jeweils ein „Feststellungstermin“) beträgt [Anzahl der regulären Zinszahlungstage je Kalenderjahr].]
- (3) *Calculation of Interest for Periods of less than one Year.* If interest [if First Interest Payment Date is not first anniversary of Interest Commencement Date and the Initial Broken Amounts per Specified Denomination have been specified in the applicable Final Terms the following applies: for any period other than the first interest period] is to be calculated for a period of less than a full year, it shall be calculated on the basis of the Day Count Fraction (as defined below).] [If the Specified Currency is Euro and if Actual/Actual (ICMA) is applicable the following applies: The number of Interest Payment Dates per calendar year (each a “Determination Date”) is [number of regular Interest Payment Dates per calendar year].]
- (4) *Zinstagequotient.* „Zinstagequotient“ bezeichnet in Bezug auf die Berechnung von Zinsbeträgen auf die Schuldverschreibungen für einen beliebigen Zeitraum (der „Zinsberechnungszeitraum“):
- [Im Falle von Actual/365 oder Actual/Actual (ISDA) gilt folgendes: die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraumes in ein Schaltjahr fällt, die Summe aus (A) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes, dividiert durch 366, und (B) der tatsächlichen Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraums, dividiert durch 365).]
- (4) *Day Count Fraction.* “Day Count Fraction” means, in respect of the calculation of an amount of interest on any Note for any period of time (the “Calculation Period”):
- [In case of Actual/365 or Actual/Actual (ISDA) the following applies: the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365).]
- [Im Falle von Actual/Actual (ICMA) gilt folgendes:
- (a) wenn der Zinsberechnungszeitraum (einschließlich des ersten aber ausschließlich des letzten Tages dieses Zeitraums) kürzer ist als die Feststellungsperiode, in die das Ende des Zinsberechnungszeitraumes fällt oder ihr entspricht, die Anzahl der Tage in dem betreffenden Zinsberechnungszeitraum (einschließlich des ersten aber ausschließlich des letzten Tages dieses Zeitraums) geteilt durch das Produkt aus (1) der Anzahl der Tage in der Feststellungsperiode und (2) der Anzahl der Feststellungstermine in einem Kalenderjahr; oder
- (b) wenn der Zinsberechnungszeitraum (einschließlich des ersten aber ausschließlich des letzten Tages dieses Zeitraums) länger ist als die Feststellungsperiode, in die das Ende des Zinsberechnungszeitraumes fällt, die Summe aus (A) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die Feststellungsperiode fallen, in welcher der Zinsberechnungszeitraum beginnt, geteilt durch das Produkt aus (1) der Anzahl der Tage in dieser Feststellungsperiode und (2) der Anzahl der Feststellungstermine in einem Kalenderjahr und (B) der Anzahl der Tage in dem Zinsberechnungszeitraum, die in die
- [In case of Actual/Actual (ICMA) the following applies:
- (a) if the Calculation Period (from and including the first day of such period but excluding the last) is equal to or shorter than the Determination Period during which the Calculation Period ends, the number of days in such Calculation Period (from and including the first day of such period but excluding the last) divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates that would occur in one calendar year; or
- (b) if the Calculation Period (from and including the first day of such period but excluding the last) is longer than the Determination Period during which the Calculation Period ends, the sum of: (A) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates that would occur in one calendar year and (B) the number of days in such Calculation Period falling in the next Determination Period divided by the

nächste Feststellungsperiode fallen, geteilt durch das Produkt aus (1) der Anzahl der Tage in dieser Feststellungsperiode und (2) der Anzahl der Feststellungstermine in einem Kalenderjahr.

„**Feststellungsperiode**“ ist der Zeitraum ab einem Feststellungstermin (einschließlich desselben) (oder, im Fall des ersten Feststellungstermins, vom Verzinsungsbeginn (einschließlich)) bis zum nächsten Feststellungstermin (ausschließlich).]

[*Im Falle von Actual/365 (Fixed) gilt folgendes:* die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365.]

[*Im Falle von Actual/360 gilt folgendes:* die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360.]

[*Im Falle von 30/360, 360/360 oder Bond Basis gilt folgendes:* die Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraumes fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, in welchem Fall der diesen letzten Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, in welchem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist).]

[*Im Falle von 30E/360 oder Eurobond Basis gilt folgendes:* die Anzahl der Tage im Zinsberechnungszeitraum, dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des Datums des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle eines am Fälligkeitstag endenden Zinsberechnungszeitraumes der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist).]

## § 5 ZAHLUNGEN

- (1) *Zahlung von Kapital und Zinsen.* Die Zahlung von Kapital und Zinsen auf die Schuldverschreibungen erfolgt, vorbehaltlich Absatz (2), an die Zahlstelle zur Weiterleitung an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems. Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nur nach ordnungsgemäßer Bestätigung gemäß § 1(3)(b).

product of (1) the number of days in such Determination Period and (2) the number of Determination Dates that would occur in one calendar year.

“**Determination Period**” means the period from (and including) a Determination Date (or, in the case of the first Determination Date, from (and including) the Interest Commencement Date) to, (but excluding) the next Determination Date.]

[*In case of Actual/365 (Fixed) the following applies:* the actual number of days in the Calculation Period divided by 365.]

[*In case of Actual/360 the following applies:* the actual number of days in the Calculation Period divided by 360.]

[*In case of 30/360, 360/360 or Bond Basis the following applies:* the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (B) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month).]

[*In the case of 30E/360 or Eurobond Basis the following applies:* the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).]

## § 5 PAYMENTS

- (1) *Payment of Principal and Interest.* Payment of principal and interest in respect of the Notes shall be made, subject to paragraph (2) below, to the Paying Agent for forwarding to the Clearing System or to its order for credit to the accounts of the relevant accountholders of the Clearing System. Payment of interest on Notes represented by a Temporary Global Note shall be made only upon due certification as provided in § 1(3)(b).



- |     |                                                                                                                                                                                                                                                                                                                                                            |     |                                                                                                                                                                                                                                                                                                 |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (2) | <i>Zahlungsweise.</i> Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften werden auf die Schuldverschreibungen fällige Zahlungen in der Festgelegten Währung geleistet.                                                                                                                                            | (2) | <i>Manner of Payment.</i> Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in the Specified Currency.                                                                                                                 |
| (3) | <i>Erfüllung.</i> Die Emittentin wird durch Zahlung an das Clearingsystem oder dessen Order von ihrer Zahlungspflicht befreit.                                                                                                                                                                                                                             | (3) | <i>Discharge.</i> The Issuer shall be discharged by payment to, or to the order of, the Clearing System.                                                                                                                                                                                        |
| (4) | <i>Geschäftstag.</i> Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, so hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Ort und ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen. | (4) | <i>Business Day.</i> If the date for payment of any amount in respect of any Note is not a Business Day then the Holder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. |

Für diese Zwecke bezeichnet „**Geschäftstag**“

**[Wenn die Festgelegte Währung Euro ist, gilt folgendes:** einen Tag (außer einem Samstag oder Sonntag), an dem (i) das Clearingsystem sowie (ii) alle maßgeblichen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) betriebsbereit sind, um Zahlungen vorzunehmen.]

**[Wenn die Festgelegte Währung nicht Euro ist, gilt folgendes:** einen Tag (außer einem Samstag oder Sonntag), an dem (i) Geschäftsbanken und Devisenmärkte in **[relevante(s) Finanzzentrum(en)]** und (ii) das Clearingsystem für Geschäfte geöffnet sind bzw. Zahlungen abwickeln.]

- |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
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| (5) | <i>Bezugnahmen auf Kapital und Zinsen.</i> Bezugnahmen in diesen Anleihebedingungen auf Kapital und Zinsen in Bezug auf die Schuldverschreibungen umfassen, je nach Anwendbarkeit: den Nennbetrag je Schuldverschreibung, den Rückzahlungsbetrag, <b>[falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen zum Wahl-Rückzahlungsbetrag vorzeitig zurück zu zahlen, gilt folgendes:</b> den Wahl-Rückzahlungsbetrag,] <b>[falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen bei Eintritt eines transaktionsbezogenen Ereignisses zum Ereignis Wahl-Rückzahlungsbetrag vorzeitig zurückzuzahlen, gilt folgendes:</b> den Ereignis-Wahl-Rückzahlungsbetrag,] <b>[falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen zum Emittenten Wahl-Rückzahlungsbetrag vorzeitig zurück zu zahlen, gilt folgendes:</b> den Emittenten Wahl-Rückzahlungsbetrag,] <b>[falls der Gläubiger das Wahlrecht hat, die vorzeitige Rückzahlung der Schuldverschreibungen zu einem festgelegten Rückzahlungsbetrag bzw. festgelegten Rückzahlungsbeträgen zu verlangen, gilt folgendes:</b> den Gläubigerwahl-Rückzahlungsbetrag,] Zusätzliche Beträge und alle Aufschläge oder sonstigen auf die Schuldverschreibungen oder im Zusammenhang | (5) | <i>References to Principal and Interest.</i> References in these Terms and Conditions to principal or interest in respect of the Notes shall be deemed to include, as applicable: the principal amount per Note, the Final Redemption Amount, <b>[if the Notes are subject to Early Redemption at the Option of the Issuer at the Call Redemption Amount, the following applies:</b> the Call Redemption Amount,] <b>[if the Notes are subject to Early Redemption at the Option of the Issuer upon the occurrence of a transaction related event, the following applies:</b> the Trigger Call Redemption Amount,] <b>[if the Notes are subject to Early Redemption at the Option of the Issuer at the Issuer Call Redemption Amount, the following applies:</b> the Issuer Call Redemption Amount,] <b>[if the Notes are subject to Early Redemption at the Option of the Holder at specified redemption amount(s), the following applies:</b> the Put Redemption Amount,] Additional Amounts and any other premium and any other amounts which may be payable under or in respect of the Notes. References in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Für diese Zwecke, „**Business Day**“ means

**[In the case the Specified Currency is Euro the following applies:** a day (other than a Saturday or a Sunday) on which (i) the Clearing System as well as (ii) all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer system (TARGET2) are operational to effect payments.]

**[In the case the Specified Currency is not Euro the following applies:** a day (other than a Saturday or a Sunday) on which (i) commercial banks and foreign exchange markets and (ii) the Clearing System are generally open for business and settle payments in **[relevant financial center(s)]**.]

damit gegebenenfalls zahlbaren Beträge. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf die Schuldverschreibungen schließen, soweit anwendbar, sämtliche gegebenenfalls gemäß § 8 zahlbaren Zusätzlichen Beträge ein

- (6) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- oder Zinsbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Wenn und soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.
- (7) *Zahlungen vorbehaltlich von gesetzlichen Regelungen.* Alle Zahlungen erfolgen unter Vorbehalt (i), unbeschadet der Regelungen in § 8, sämtlichen steuerrechtlichen Regelungen oder anderen Gesetzen und Regelungen, die solche Zahlungen betreffen, und (ii) einer Einbehaltung oder eines Abzugs gemäß Abschnitt 1471(b) des U.S. Internal Revenue Code von 1986 (der „Code“) oder anderer Regelungen gemäß den Abschnitten 1471 bis 1474 des Codes sowie sämtlichen darunter erlassenen Vorschriften, förmlichen Interpretationen und (unbeschadet der Regelungen in § 8) Umsetzungsakten, die auf zwischenstaatlichen Vereinbarungen beruhen.

## § 6 RÜCKZAHLUNG

- (1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am [Fälligkeitstag] (dem „Fälligkeitstag“) zurückgezahlt. Der „Rückzahlungsbetrag“ einer jeden Schuldverschreibung entspricht dabei ihrem Nennbetrag.
- (2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können jederzeit insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von mindestens 45 und höchstens 60 Tagen durch Erklärung gemäß § 15 gegenüber den Gläubigern gekündigt und zu ihrem Nennbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufener Zinsen vorzeitig zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Gesetze oder Vorschriften des Großherzogtums Luxemburg oder der Bundesrepublik Deutschland (oder für den Fall, dass die Emittentin gemäß § 8(3) einer anderen Steuerrechtsordnung unterworfen wird, der Gesetze oder Vorschriften dieser anderen Steuerrechtsordnung), die Steuern oder die Verpflichtung zur Zahlung von Abgaben jeglicher Art betreffen, oder

which may be payable under § 8.

- (6) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.
- (7) *Payments Subject to Applicable Law.* Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of § 8 and (ii) any withholding or deduction required pursuant to an agreement described in section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “Code”) or otherwise imposed pursuant to sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of § 8) any law implementing an intergovernmental approach thereto.

## § 6 REDEMPTION

- (1) *Redemption at Maturity.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on [Maturity Date] (the “Maturity Date”). The “Final Redemption Amount” in respect of each Note shall be its principal amount.
- (2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Grand-Duchy of Luxembourg or the Federal Republic of Germany (or in the event of the Issuer becoming subject to another tax jurisdiction pursuant to § 8(3), the laws or regulations of such other tax jurisdiction) affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change becomes effective on or after the date on which the Notes were issued, the Issuer is required to pay Additional Amounts on the next succeeding Interest Payment Date, and this obligation cannot be avoided by the use of measures available to the Issuer which are, in the judgement of the Issuer, in each case taking into account the interests of

als Folge einer Änderung oder Ergänzung der offiziellen Auslegung oder Anwendung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag der Begebung der Schuldverschreibungen wirksam) am nächstfolgenden Zinszahlungstag zur Zahlung von Zusätzlichen Beträgen verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann, die nach Auffassung der Emittentin zumutbar sind (wobei jeweils die Interessen der Gläubiger zu berücksichtigen sind).

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche Zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig wäre, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erklärt wird, die Verpflichtung zur Zahlung von Zusätzlichen Beträgen nicht mehr wirksam ist.

Eine solche Kündigung hat gemäß § 15 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umstände darlegt.

Holders, reasonable, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, at any time upon not less than 45 days' nor more than 60 days' prior notice of redemption given, in accordance with § 15, to the Holders, at the principal amount together with interest accrued to (but excluding) the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts if a payment in respect of the Notes was then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect.

Any such notice shall be given in accordance with § 15. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement summarizing the facts constituting the basis for the right of the Issuer so to redeem.

*[Falls die Emittentin das Recht hat, die Schuldverschreibungen nach eigener Wahl an Call-Rückzahlungstag(en) vorzeitig zurückzahlen, gilt folgendes:*

*[If Notes are subject to early redemption at the option of the Issuer on Call Redemption Date(s), the following applies:*

(3) *Vorzeitige Rückzahlung nach Wahl der Emittentin [am] [an] Emittenten Wahl-Rückzahlungstag[en].*

(3) *Early Redemption at the Option of the Issuer on Issuer Call Redemption Date[s].*

(a) Die Emittentin kann die Schuldverschreibungen (ausgenommen Schuldverschreibungen, deren Rückzahlung der Gläubiger bereits in Ausübung seines Wahlrechts nach § 6 verlangt hat) insgesamt, jedoch nicht teilweise, nach ihrer Wahl mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Erklärung gemäß § 15 gegenüber den Gläubigern kündigen und an dem Emittenten Wahl-Rückzahlungstag zu dem Emittenten Wahl-Rückzahlungsbetrag (zuzüglich etwaigen bis zum betreffenden Emittenten Wahl-Rückzahlungstag (ausschließlich) aufgelaufenen aber noch nicht gezahlten Zinsen) zurückzahlen.

(a) The Issuer may upon not less than 30 days' nor more than 60 days' prior notice of redemption given, in accordance with § 15, to the Holders redeem with effect on the Issuer Call Redemption Date(s) at its option, the Notes (except for any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under § 6) in whole but not in part, at their Issuer Call Redemption Amount together with accrued but unpaid interest, if any, to (but excluding) the relevant Issuer Call Redemption Date.

**Emittenten Wahl-Rückzahlungstag[e]**

**Emittenten Wahl-Rückzahlungsbetrag**

**Issuer Call Redemption Date[s]**

**Issuer Call Redemption Amount[s]**

*[Emittenten Wahl-Rückzahlungstag(e) einfügen]*

*[Emittenten Wahl-Rückzahlungsbetrag/ beträge einfügen]*

*[insert Issuer Call Redemption Date(s)]*

*[insert Issuer Call Redemption Amount(s)]*

(b) Die Kündigung ist den Gläubigern durch die Emittentin gemäß § 15 bekanntzugeben. Sie muss die folgenden Angaben enthalten:

- (i) die zurückzuzahlende Serie von Schuldverschreibungen;
- (ii) den Emittenten Wahl-Rückzahlungstag; und
- (iii) den Emittenten Wahl-Rückzahlungsbetrag zu dem die Schuldverschreibungen zurückgezahlt werden.]

(b) Notice of redemption shall be given by the Issuer to the Holders in accordance with § 15. Such notice shall specify:

- (i) the series of Notes subject to redemption;
- (ii) the Issuer Call Redemption Date; and
- (iii) the Issuer Call Redemption Amount at which such Notes are to be redeemed.]

*[Falls die Emittentin das Recht hat, die Schuldverschreibungen nach eigener Wahl während einer Call-Rückzahlungsperiode vorzeitig zurückzuzahlen, gilt folgendes:*

*[If Notes are subject to early redemption at the option of the Issuer during a Call Redemption Period, the following applies:*

[(4)] *Vorzeitige Rückzahlung nach Wahl der Emittentin während einer Call-Rückzahlungsperiode*

[(4)] *Early Redemption at the Option of the Issuer during a Call Redemption Period*

(a) Die Emittentin kann die Schuldverschreibungen (ausgenommen Schuldverschreibungen, deren Rückzahlung der Gläubiger bereits in Ausübung seines Wahlrechts nach § 6 verlangt hat) insgesamt, jedoch nicht teilweise, nach ihrer Wahl mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Erklärung gemäß § 15 gegenüber den Gläubigern kündigen und an dem Emittenten Wahl-Rückzahlungstag zu dem Emittenten Call-Rückzahlungsbetrag (zuzüglich etwaigen bis zum betreffenden Emittenten Call-Rückzahlungstag (ausschließlich) aufgelaufenen aber noch nicht gezahlten Zinsen) zurückzahlen.

(a) The Issuer may upon not less than 30 days' nor more than 60 days' prior notice of redemption given, in accordance with § 15, to the Holders redeem with effect on the Issuer Call Redemption Date(s) at its option, the Notes (except for any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under § 6) in whole but not in part, at their Issuer Call Redemption Amount together with accrued but unpaid interest, if any, to (but excluding) the relevant Issuer Call Redemption Date.

„Emittenten Wahl-Rückzahlungstag“ bezeichnet einen Geschäftstag nach Wahl der Emittentin innerhalb einer Wahl-Rückzahlungsperiode.

“Issuer Call Redemption Date” means each Business Day within the Call Redemption Period[s] as selected by the Issuer.

**Emittenten Wahl-Rückzahlungsperiode[n]**

**Emittenten Wahl-Rückzahlungsbetrag**

**Issuer Call Redemption Period[s]**

**Issuer Call Redemption Amount[s]**

[Emittenten Wahl-Rückzahlungsperiode(n) einfügen]

[Emittenten Wahl-Rückzahlungsbetrag/beträge einfügen]

[insert Issuer Call Redemption Period(s)]

[insert Issuer Call Redemption Amount(s)]

(b) Die Kündigung ist den Gläubigern durch die Emittentin gemäß § 15 bekanntzugeben. Sie muss die folgenden Angaben enthalten:

- (i) die zurückzuzahlende Serie von Schuldverschreibungen;
- (ii) den Emittenten Call-Rückzahlungstag; und
- (iii) den Emittenten Wahl-Rückzahlungsbetrag zu dem die Schuldverschreibungen zurückgezahlt werden.]

(b) Notice of redemption shall be given by the Issuer to the Holders in accordance with § 15. Such notice shall specify:

- (i) the series of Notes subject to redemption;
- (ii) the Issuer Call Redemption Date; and
- (iii) the Issuer Call Redemption Amount at which such Notes are to be redeemed.]

*[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen zum Wahl-Rückzahlungsbetrag vorzeitig zurückzahlen, gilt folgendes:*

[(5)] *Vorzeitige Rückzahlung nach Wahl der Emittentin (Make-Whole).*

- (a) Die Emittentin kann die Schuldverschreibungen (ausgenommen Schuldverschreibungen, deren Rückzahlung der Gläubiger bereits in Ausübung seines Wahlrechts nach Absatz (5) verlangt hat) insgesamt, jedoch nicht teilweise, nach ihrer Wahl mit einer Kündigungsfrist von mindestens 45 und höchstens 60 Tagen durch Erklärung gemäß § 15 gegenüber den Gläubigern kündigen und an einem von ihr anzugebenden Tag (dem „**Wahl-Rückzahlungstag (Call)**“) zu ihrem Wahl-Rückzahlungsbetrag (Call) zusammen mit allen nicht gezahlten Zinsen zurückzahlen, die bis zum Wahl-Rückzahlungstag (Call) (ausschließlich) (aber ohne aufgelaufene Zinsen, die in dem Wahl-Rückzahlungsbetrag (Call) berücksichtigt sind) aufgelaufen sind. Sie ist unwiderruflich und muss den Wahl-Rückzahlungstag (Call) angeben.

Der „**Wahl-Rückzahlungsbetrag (Call)**“ je Schuldverschreibung entspricht (i) dem Nennbetrag je Schuldverschreibung oder (ii), falls höher, dem Abgezinsten Marktpreis (*Make-Whole Amount*) je Schuldverschreibung. Der „**Abgezinsten Marktpreis (Make-Whole Amount)**“ wird von einem von der Emittentin auf eigene Kosten bestellten unabhängigen Sachverständigen (der „**Unabhängige Sachverständige**“) am Rückzahlungs-Berechnungstag berechnet, indem der Nennbetrag und die verbleibenden Zinszahlungen bis zum Fälligkeitstag auf jährlicher Basis unter Zugrundelegung eines Jahres mit 365 bzw. 366 Tagen und der Zahl der tatsächlich in dem Jahr verstrichenen Tage und mit der Benchmark-Rendite plus [*Basispunkte einfügen*] Basispunkte abgezinst werden.

Die „**Benchmark-Rendite**“ bezeichnet die am Rückzahlungs-Berechnungstag bestehende Rendite der entsprechenden [*einfügen: [Euro-Referenz-Anleihe der Bundesrepublik Deutschland] [andere Referenzanleihe] unter Angabe folgender Einzelheiten: ISIN oder andere Wertpapierkennung, basierend auf dem Referenzpreis für diese Referenz-Anleihe an diesem Tag, wie um oder gegen 12:00 Uhr mittags [(Frankfurter Zeit)] [andere relevante Zeitzone] an diesem Tag auf der Bloomberg Seite [ISIN] Govt HP (unter Nutzung der Einstellung „Fixing Price“ und der Preisquelle [„FRNK“] [andere relevante Preisquelle]) abgelesen, oder wie von einer anderen, durch die Berechnungsstelle festgelegten, Quelle hergeleitet oder veröffentlicht*] oder sollte die Rendite zu diesem Zeitpunkt nicht verfügbar sein, bezeichnet die Benchmark-Rendite eine ersetzende Referenzanleihe, die von der Berechnungsstelle festgesetzt wird, die jeweils mit einer Laufzeit, die mit der verbleibenden Restlaufzeit der Schuldverschreibung bis zum Fälligkeitstag vergleichbar ist, und die im Zeitpunkt der Auswahlentscheidung und entsprechend der üblichen Finanzmarktpraxis zur Preisbestimmung bei Neuemissionen von Unternehmensanleihen mit einer bis zum Fälligkeitstag

*[If the Notes are subject to Early Redemption at the Option of the Issuer at the Call Redemption Amount, the following applies:*

[(5)] *Early Redemption at the Option of the Issuer (Make-Whole).*

- (a) The Issuer may, upon not less than 45 days' nor more than 60 days' prior notice of redemption given, in accordance with § 15, to the Holders, redeem on any date specified by it (the “**Call Redemption Date**”), at its option, the Notes (except for any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under paragraph (5)) in whole but not in part, at their Call Redemption Amount together with any unpaid interest accrued to (but excluding) the Call Redemption Date (but excluding accrued interest accounted for in the Call Redemption Amount). It shall be irrevocable and must specify the Call Redemption Date.

The “**Call Redemption Amount**” per Note means the higher of (i) the principal amount per Note and (ii) the Make-Whole Amount per Note. The “**Make-Whole Amount**” will be an amount calculated by an independent financial adviser appointed by the Issuer at the Issuer's expense (the “**Independent Financial Adviser**”) on the Redemption Calculation Date by discounting the principal amount and the remaining interest payments to the Maturity Date on an annual basis, assuming a 365-day year or a 366-day year, as the case may be, and the actual number of days elapsed in such year and using the Benchmark Yield plus [*insert basis points*] basis points.

“**Benchmark Yield**” means the yield as at the Redemption Calculation Date of the corresponding [*insert [euro denominated benchmark debt security of the Federal Republic of Germany] [other relevant benchmark] specifying the following details: ISIN or other securities code, based on the reference price for such benchmark security on such day, as observed at or about noon [(Frankfurt time)] [other relevant time] on such date on Bloomberg page [ISIN] Govt HP (using the setting “Fixing Price” and the pricing source [“FRNK”] [other source as relevant]), or as derived or published by such other source as determined by the Calculation Agent*], and if such yield is not available at that time the Benchmark Yield shall be the yield of a substitute benchmark security chosen by the Calculation Agent, in each case as having a maturity comparable to the remaining term of the Note to the Maturity Date, that would be used at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the Maturity Date.

der Schuldverschreibung vergleichbaren Laufzeit verwendet werden würde.

„**Rückzahlungs-Berechnungstag**“ ist der [zehnte] Geschäftstag vor dem Wahl-Rückzahlungstag (Call).

- (b) Die Kündigung ist den Gläubigern durch die Emittentin gemäß § 15 bekanntzugeben. Sie muss die folgenden Angaben enthalten:
- (i) die zurückzuzahlende Serie von Schuldverschreibungen; und
  - (ii) den Wahl-Rückzahlungstag.]

“**Redemption Calculation Date**” means the [tenth] Business Day prior to the Call Redemption Date.

- (b) Notice of redemption shall be given by the Issuer to the Holders in accordance with § 15. Such notice shall specify:
- (i) the series of Notes subject to redemption; and
  - (ii) the Call Redemption Date.]

***[Im Falle einer Vorzeitigen Rückzahlung nach Wahl der Emittentin bei geringem ausstehendem Gesamtnennbetrag der Schuldverschreibungen, gilt folgendes:***

- [(6)] *Vorzeitige Rückzahlung bei Geringem Ausstehenden Gesamtnennbetrag der Schuldverschreibungen. Wenn 80 % oder mehr des Gesamtnennbetrags der Schuldverschreibungen von der Emittentin oder einer direkten oder indirekten Tochtergesellschaft der Emittentin zurückgezahlt oder angekauft wurden, ist die Emittentin jederzeit berechtigt, nach vorheriger Bekanntmachung gegenüber den Gläubigern gemäß § 15 mit einer Frist von mindestens 30 und höchstens 60 Tagen nach ihrer Wahl die ausstehenden Schuldverschreibungen insgesamt, aber nicht teilweise, zum Nennbetrag zuzüglich bis zum tatsächlichen Rückzahlungstag (ausschließlich) nicht gezahlter, aufgelaufener Zinsen zurückzuzahlen.]*

***[If the Notes are subject to Early Redemption in case of minimal outstanding aggregate principal amount of the Notes, the following applies:***

- [(6)] *Early Redemption in case of Minimal Outstanding Aggregate Principal Amount of the Notes. If 80% or more of the aggregate principal amount of the Notes have been redeemed or purchased by the Issuer or any direct or indirect Subsidiary of the Issuer, the Issuer may at any time, on not less than 30 or more than 60 days' notice to the Holders given in accordance with § 15, redeem, at its option, the remaining Notes in whole but not in part at the principal amount thereof plus unpaid interest accrued to (but excluding) the date of actual redemption.]*

***[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen bei Eintritt eines transaktionsbezogenen Ereignisses zum Ereignis Wahl-Rückzahlungsbetrag vorzeitig zurückzuzahlen, gilt folgendes:***

- [(7)] *Vorzeitige Rückzahlung nach Wahl der Emittentin bei Eintritt eines transaktionsbezogenen Ereignisses.*
- (a) Die Emittentin ist berechtigt, die Schuldverschreibungen (insgesamt oder teilweise) durch eine Transaktions-Mitteilung gemäß den nachstehend aufgeführten Bedingungen und gemäß Absatz (b) mit Wirkung zu dem Ereignis-Wahl-Rückzahlungstag zur vorzeitigen Rückzahlung zu kündigen. Wenn die Emittentin ihr Kündigungsrecht gemäß Satz 1 ausübt, ist die Emittentin verpflichtet, jede zurückzuzahlende Schuldverschreibung an dem Ereignis-Wahl-Rückzahlungstag zum Transaktions-Rückzahlungsbetrag zuzüglich der bis zum Ereignis-Wahl-Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zurückzuzahlen.

***[If the Notes are subject to Early Redemption at the Option of the Issuer upon the occurrence of a transaction related event, the following applies:***

- [(7)] *Early Redemption at the Option of the Issuer upon the occurrence of a transaction related event.*
- (a) The Issuer may, upon giving a Transaction Trigger Notice in accordance with the requirements set out below and in accordance with paragraph (b), call the Notes for early redemption (in whole or in part) with effect on the Trigger Call Redemption Date. If the Issuer exercises its call right in accordance with sentence 1, the Issuer shall redeem each Note to be redeemed at the Transaction Trigger Redemption Amount together with interest accrued to but excluding the Trigger Call Redemption Date on the Trigger Call Redemption Date.

„**Transaktion**“ bezeichnet **[Beschreibung der geplanten Transaktion für deren Finanzierung die Schuldverschreibungen begeben werden]**.

“**Transaction**” means **[insert description of envisaged transaction for which the Notes are intended to be issued for refinancing purposes]**.

„**Transaktionskündigungsfrist**“ bezeichnet den Zeitraum ab dem [*Begebungstag einfügen*] bis zum [*Datum Ende des Zeitraums einfügen*].

„**Transaktions-Mitteilung**“ bezeichnet eine Mitteilung der Emittentin an die Gläubiger gemäß Absatz (b) und § 15 innerhalb der Transaktionskündigungsfrist, dass die Transaktion vor ihrem Abschluss beendet wurde oder dass die Transaktion aus irgendeinem Grund nicht durchgeführt wird oder dass die Emittentin öffentlich erklärt hat, dass sie nicht länger beabsichtigt, die Transaktion zu verfolgen. Die Transaktions-Mitteilung hat ferner den Ereignis-Wahl-Rückzahlungstag zu bezeichnen.

Die Emittentin kann auf ihr Recht zur vorzeitigen Kündigung der Schuldverschreibungen nach Eintritt eines der oben bezeichneten Ereignisse durch Bekanntmachung gemäß § 15 verzichten.

„**Ereignis-Wahl-Rückzahlungsbetrag**“ bezeichnet pro Schuldverschreibung [*●*] % pro Festgelegte Stückelung.

„**Ereignis-Wahl-Rückzahlungstag**“ bezeichnet den in der Transaktions-Mitteilung festgelegten Rückzahlungstag, der nicht weniger als 30 Tage und nicht mehr als 60 Tage nach dem Tag der Transaktions-Mitteilung liegen darf.

- (b) Die Emittentin hat die Kündigung der Schuldverschreibungen zur vorzeitigen Rückzahlung gemäß Absatz (a) durch Veröffentlichung einer Bekanntmachung an die Gläubiger gemäß § 15 zu erklären. Die Kündigung ist unwiderruflich und hat folgende Angaben zu enthalten:
- (i) die zurückzahlende Serie von Schuldverschreibungen;
  - (ii) eine Erklärung, ob die Schuldverschreibungen ganz oder teilweise zurückgezahlt werden und im letzteren Fall den Gesamtnennbetrag der zurückzahlenden Schuldverschreibungen;
  - (iii) den Ereignis-Wahl-Rückzahlungstag; und
  - (iv) den Ereignis-Wahl-Rückzahlungsbetrag zu dem die Schuldverschreibungen zurückgezahlt werden.
- (c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die betreffenden zurückzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearingsystems ausgewählt.

**[Fall die Schuldverschreibungen in Form einer NGN begeben werden, ist folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von Clearstream Luxemburg und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als

“**Transaction Notice Period**” means the period from [*insert issue date*] to [*insert end of period date*].

“**Transaction Trigger Notice**” means a notice by the Issuer to the Holders given in accordance with paragraph (b) and § 15 within the Transaction Notice Period that the Transaction has been terminated prior to its completion or that the Transaction will not be settled for any reason whatsoever or that the Issuer has publicly stated that it no longer intends to pursue the Transaction. The Transaction Trigger Notice shall also specify the Trigger Redemption Date.

At any time the Issuer may waive its right to call the Notes for redemption following the occurrence of one of the events detailed above, by giving notice in accordance with § 15.

“**Trigger Call Redemption Amount**” per Note means [*●*] % of the Specified Denomination.

“**Trigger Call Redemption Date**” means the redemption date specified in the Transaction Trigger Notice which shall be not less than 30 days nor more than 60 days after the date of the Transaction Trigger Notice.

- (b) The Issuer shall call the Notes for early redemption pursuant to paragraph (a) by publishing a notice to the Holders in accordance with § 15 which notice shall be irrevocable and shall specify:
- (i) the series of Notes subject to redemption;
  - (ii) whether the Notes will be redeemed in whole or in part and, if only in part, the aggregate principal amount of the Notes which are to be redeemed;
  - (iii) the Trigger Call Redemption Date and;
  - (iv) the Trigger Call Redemption Amount at which such Notes are to be redeemed.
- (c) In the case of a partial redemption of Notes, the relevant Notes to be redeemed shall be selected in accordance with the rules of the relevant Clearing System.

**[In the case of Notes in NGN form the following applies:** Such partial redemption shall be reflected in the records of Clearstream Luxembourg and Euroclear either as a pool factor or a reduction in aggregate principal amount, at the discretion of

Reduzierung des Gesamtnennbetrages wiedergegeben.]]

Clearstream Luxembourg and Euroclear.]]

**[Vorzeitige Rückzahlung nach Wahl der Gläubiger bei Vorliegen eines Kontrollwechsels.**

**[Early Redemption at the Option of the Holders upon a Change of Control.**

[(8)] *Vorzeitige Rückzahlung nach Wahl der Gläubiger bei Vorliegen eines Kontrollwechsels.*

[(8)] *Early Redemption at the Option of the Holders upon a Change of Control.*

- (a) Tritt nach dem Begebungstag ein Kontrollwechsel ein, so ist jeder Gläubiger berechtigt, aber nicht verpflichtet, von der Emittentin die vollständige oder teilweise Rückzahlung oder, nach Wahl der Emittentin, den Ankauf (oder die Veranlassung eines Ankaufs) seiner Schuldverschreibungen innerhalb von 60 Tagen, nachdem die Rückzahlungsereignis-Mitteilung gemäß Unterabsatz (b) bekannt gegeben wurde (der „**Ausübungszeitraum**“), zum Wahl-Rückzahlungsbetrag (Put) (das „**Gläubiger-Rückzahlungswahlrecht**“) zu verlangen. Dieses Gläubiger-Rückzahlungswahlrecht ist wie nachstehend unter den Unterabsätzen (b) bis (c) beschrieben auszuüben.

- (a) If a Change of Control occurs after the Issue Date, each Holder shall have the right, but not the obligation, to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) in whole or in part his Notes, within 60 days after a Put Event Notice under subparagraph (b) has been published (the “**Put Period**”), at the Put Redemption Amount (the “**Put Option**”). Such Put Option shall operate as set out below under subparagraphs (b) to (c).

Ein „**Kontrollwechsel**“ gilt jedes Mal als eingetreten (unabhängig davon, ob die maßgeblichen Gremien der Emittentin zugestimmt haben), wenn

A “**Change of Control**” shall be deemed to have occurred at each time (whether or not approved by the relevant boards) that

- (i) im Fall eines öffentlichen Übernahmeangebots für Aktien der Emittentin die Situation eintritt, dass

- (i) in the event of a public tender offer for shares of the Issuer a situation arises in which.

(A) Aktien, die sich bereits unmittelbar oder mittelbar unter der Kontrolle des Bieters und/oder gemeinsam mit ihm handelnder Personen befinden, und bereits im Rahmen des Übernahmeangebots eingereichte Aktien insgesamt mehr als 50 % der Stimmrechte der Emittentin auf sich vereinen; und

(A) shares already directly or indirectly under the control of the bidder and/or Persons acting in concert with the bidder and shares which have already been tendered in the tender offer, carry in aggregate more than 50% of the voting rights in the Issuer; and

(B) das Angebot nicht oder nicht mehr von Bedingungen abhängig ist (mit Ausnahme von Bedingungen hinsichtlich aufsichtsrechtlicher, insbesondere fusions-kontrollrechtlicher, Genehmigungen und anderer Bedingungen, deren Erfüllung nach Ende der Annahmefrist gemäß § 16 Abs. 1 des Gesetzes zur Regelung von öffentlichen Angeboten zum Erwerb von Wertpapieren und von Unternehmensübernahmen (WpÜG) oder einer vergleichbaren Regelung nach anwendbarem Recht noch offen bleiben kann); oder

(B) the offer is or has become unconditional (other than for conditions relating to regulatory, in particular merger control, approvals and other conditions the satisfaction of which may remain pending following the end of the acceptance period pursuant to section 16(1) of the German Takeover Act (*Gesetz zur Regelung von öffentlichen Angeboten zum Erwerb von Wertpapieren und von Unternehmensübernahmen - WpÜG*) or a similar provision which is applicable); or

- (ii) eine Person bzw. gemeinsam handelnde Personen erwerben in sonstiger Weise Kontrolle (mit Ausnahme eines Mitglieds des ADLER Konzerns).

- (ii) any Person and/or Persons (other than a member of ADLER Group) acting in concert otherwise acquires Control.

„**ADLER Konzern**“ bezeichnet ADLER Group S.A. und die konsolidierten Tochtergesellschaften.

“**ADLER Group**” means ADLER Group S.A. and its consolidated subsidiaries.

„**Kontrolle**“ bezeichnet das unmittelbare oder mittelbare rechtliche oder wirtschaftliche Eigentum oder eine rechtliche oder wirtschaftliche Berechtigung (im Sinne von § 34 des

“**Control**” means any direct or indirect legal or beneficial ownership or any legal or beneficial entitlement (as defined in section 34 of the German Securities Trading Act



Wertpapierhandelsgesetzes (WpHG)) an insgesamt mehr als 50 % der stimmberechtigten Aktien der Emittentin.

(Wertpapierhandelsgesetz - WpHG)) of, in the aggregate, more than 50% of the voting shares of the Issuer.

Der „**Wahl-Rückzahlungsbetrag (Put)**“ bezeichnet für jede Schuldverschreibung 101 % des Nennbetrags einer solchen Schuldverschreibung zuzüglich nicht gezahlter bis zum Wahl-Rückzahlungstag (Put) (ausschließlich) aufgelaufener Zinsen.

“**Put Redemption Amount**” means for each Note 101% of the principal amount of such Note, plus unpaid interest accrued to (but excluding) the Put Date.

(b) Tritt nach dem Begebungstag ein Kontrollwechsel ein, so teilt die Emittentin dies unverzüglich, nachdem die Emittentin davon Kenntnis erlangt hat, den Gläubigern gemäß § 15 mit (eine „**Rückzahlungsereignis-Mitteilung**“) und gibt dabei die Art des Kontrollwechsels und das in diesem § 6[(8)] vorgesehene Verfahren zur Ausübung des Gläubiger-Rückzahlungswahlrechts an (mit Angaben zum Clearingsystem-Konto der Zahlstelle für die Zwecke von Unterabsatz (c)(ii)(x) dieses § 6[(8)]).

(b) If a Change of Control occurs after the Issue Date, then the Issuer shall, without undue delay, after the Issuer becoming aware thereof, give notice of the Change of Control (a “**Put Event Notice**”) to the Noteholders in accordance with § 15 specifying the nature of the Change of Control and the procedure for exercising the Put Option contained in this § 6[(8)] (including the information on the Clearing System account of the Paying Agent for purposes of subparagraph (c)(ii)(x) of this § 6[(8)]).

(c) Zur Ausübung des Gläubiger-Rückzahlungswahlrechts muss der Gläubiger an einem Geschäftstag innerhalb des Ausübungszeitraums, (i) bei der bezeichneten Geschäftsstelle der Zahlstelle eine ordnungsgemäß ausgefüllte und unterzeichnete Ausübungserklärung in der jeweils bei der Zahlstelle erhältlichen maßgeblichen Form einreichen (die „**Gläubiger-Ausübungserklärung**“) und (ii) Schuldverschreibungen in Höhe des Gesamtbetrags der festgelegten Stückelung einreichen, für die der Gläubiger sein Gläubiger-Rückzahlungswahlrecht ausüben möchte, und zwar entweder durch (x) Übertragung dieser Schuldverschreibungen auf das Clearingsystem-Konto der Zahlstelle oder (y) Abgabe einer unwiderruflichen Anweisung an die Zahlstelle, die Schuldverschreibungen aus einem Wertpapierdepot des Gläubigers bei der Zahlstelle auszubuchen. Die Emittentin wird die betreffende(n) Schuldverschreibung(en) sieben Tage nach Ablauf des Ausübungszeitraums (der „**Wahl-Rückzahlungstag (Put)**“) zurückzahlen oder nach ihrer Wahl ankaufen (oder ankaufen lassen), soweit sie nicht bereits vorher zurückgezahlt oder angekauft und entwertet wurde(n). Die Zahlung in Bezug auf solchermaßen eingereichte Schuldverschreibungen erfolgt gemäß den üblichen Verfahren über das Clearingsystem. Eine einmal abgegebene Gläubiger-Ausübungserklärung ist unwiderruflich.]

(c) To exercise the Put Option, the Holder must deliver on any Business Day within the Put Period (i) to the Paying Agent at its specified office a duly signed and completed notice of exercise in the then current form obtainable from the Paying Agent (a “**Put Notice**”) and (ii) the aggregate Specified Denomination of Notes for which the Holder wishes to exercise its Put Option by either (x) transferring such Notes to the Clearing System account of the Paying Agent or (y) giving an irrevocable instruction to the Paying Agent to withdraw such Notes from a securities account of the Holder with the Paying Agent. The Issuer shall redeem or, at its option, purchase (or procure the purchase of) the relevant Note(s) on the date seven days after the expiration of the Put Period (the “**Put Date**”) unless previously redeemed or purchased and cancelled. Payment in respect of any Note so delivered will be made in accordance with the customary procedures through the Clearing System. A Put Notice, once given, shall be irrevocable.]

*[Falls der Gläubiger das Wahlrecht hat, die vorzeitige Rückzahlung der Schuldverschreibungen zu einem festgelegten Rückzahlungsbetrag bzw. festgelegten Rückzahlungsbeträgen zu verlangen, gilt folgendes:*

*[If the Notes are subject to Early Redemption at the Option of the Holder at specified redemption amount(s), the following applies:*

[(9)] Vorzeitige Rückzahlung nach Wahl eines Gläubigers.

[(9)] Early Redemption at the Option of a Holder.

(a) Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Wahlrechts durch den Gläubiger am/an den Gläubigerwahl-Rückzahlungstag(en) zum/zu den Gläubigerwahl-Rückzahlungsbetrag/-beträgen, wie nachfolgend angegeben nebst etwaigen bis zum Gläubigerwahl-

(a) The Issuer shall, at the option of the Holder Note, redeem such Note on the Put Redemption Date(s) at the Put Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Put Redemption Date.

Rückzahlungstag (ausschließlich) aufgelaufener Zinsen zurückzuzahlen.

Gläubigerwahl- Rückzahlungstag(e)	Gläubigerwahl- Rückzahlungsbetrag/- beträge	Put Redemption Date(s)	Put Redemption Amount(s)
[Gläubigerwahl- Rückzahlungs- tag(e)]	[Gläubigerwahl- Rückzahlungsbetrag/- beträge]	[Put Redemption Dates(s)]	[Put Redemption Amount(s)]

Dem Gläubiger steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung die Emittentin zuvor in Ausübung eines ihrer Wahlrechte nach diesem § 6 verlangt hat.

The Holder may not exercise such option in respect of any Note which is the subject of the prior exercise by the Issuer of any of its options to redeem such Note under this § 6.

- (b) Zur Ausübung dieses Wahlrechts muss der Gläubiger nicht weniger als 30 Tage und nicht mehr als 60 Tage vor dem Gläubigerwahl-Rückzahlungstag, an dem die Rückzahlung gemäß der Gläubigerwahl-Rückzahlungs-Ausübungserklärung (wie nachfolgend definiert) erfolgen soll, (i) bei der bezeichneten Geschäftsstelle der Zahlstelle eine ordnungsgemäß ausgefüllte und unterzeichnete Ausübungserklärung in der jeweils bei der Zahlstelle erhältlichen maßgeblichen Form einreichen (die „**Gläubigerwahl-Rückzahlungs-Ausübungserklärung**“) und (ii) Schuldverschreibungen in Höhe des Gesamtbetrags der Festgelegten Stückelung einreichen, für die der Gläubiger sein Wahlrecht ausüben möchte, und zwar entweder (x) durch Übertragung der Schuldverschreibungen auf das Clearingsystem-Konto der Zahlstelle oder (y) durch unwiderrufliche Anweisung an die Zahlstelle zur Ausbuchung der Schuldverschreibungen aus dem Wertpapierdepot des Gläubigers bei der Zahlstelle. Die Zahlung in Bezug auf solchermaßen eingereichte Schuldverschreibungen erfolgt gemäß den üblichen Verfahren über das Clearingsystem. Eine einmal abgegebene Gläubigerwahl-Rückzahlungs-Ausübungserklärung ist unwiderruflich.]

- (b) To exercise such option, the Holder must, not less than 30 days nor more than 60 days before the Put Redemption Date on which such redemption is required to be made as specified in the Put Redemption Notice (as defined below), deliver (i) to the Paying Agent at its specified office a duly signed and completed notice of exercise in the then current form obtainable from the Paying Agent (a “**Put Redemption Notice**”) and (ii) the aggregate Specified Denomination of Notes for which the Holder wishes to exercise its option either (x) by transferring such Notes to the Clearing System account of the Paying Agent or (y) by giving an irrevocable instruction to the Paying Agent to withdraw such Notes from a securities account of the Holder with the Paying Agent. Payment in respect of any Note so delivered will be made in accordance with the customary procedures through the Clearing System. A Put Redemption Notice, once given, shall be irrevocable.]

§ 7

**ZAHLSTELLE** [falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen zum Wahl-Rückzahlungsbetrag vorzeitig zurückzuzahlen, gilt folgendes: UND **BERECHNUNGSSTELLE**]

- (1) *Bestellung; bezeichnete Geschäftsstelle.* Die anfänglich bestellte Zahlstelle [falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen zum Wahl-Rückzahlungsbetrag vorzeitig zurückzuzahlen, gilt folgendes: und die anfänglich bestellte Berechnungsstelle] und deren anfänglich bezeichnete[n] Geschäftsstelle[n] [ist][sind]:

§ 7

**PAYING AGENT** [in the case of Early Redemption at the Option of the Issuer at the Call Redemption Amount, the following applies: AND **CALCULATION AGENT**]

- (1) *Appointment; Specified Office.* The initial Paying Agent [in the case of Early Redemption at the Option of the Issuer at the Call Redemption Amount, the following applies: and the initial Calculation Agent] and [its][their] initial specified offices shall be:

**„Zahlstelle“:**

**BNP Paribas Securities Services, Luxembourg branch**  
60 avenue J.F. Kennedy  
2085 Luxembourg  
Luxembourg

*[falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen zum Wahl-Rückzahlungsbetrag vorzeitig zurückzuzahlen, gilt folgendes:*

**„Berechnungsstelle“:**

*[Name und bezeichnete Geschäftsstelle]]*

Die Zahlstelle *[falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen zum Wahl-Rückzahlungsbetrag vorzeitig zurückzuzahlen, gilt folgendes:* und die Berechnungsstelle] *[behält][behalten] sich das Recht vor, jederzeit ihre bezeichnete Geschäftsstelle durch eine andere Geschäftsstelle im selben Land zu ersetzen.*

- (2) *Änderung oder Beendigung der Bestellung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Zahlstelle *[falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen zum Wahl-Rückzahlungsbetrag vorzeitig zurückzuzahlen, gilt folgendes:* oder der Berechnungsstelle] zu ändern oder zu beenden und zusätzliche oder eine oder mehrere andere Zahlstellen *[falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen zum Wahl-Rückzahlungsbetrag vorzeitig zurückzuzahlen, gilt folgendes:* oder eine andere Berechnungsstelle] zu bestellen. Die Emittentin wird zu jedem Zeitpunkt eine Zahlstelle *[falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen zum Wahl-Rückzahlungsbetrag vorzeitig zurückzuzahlen, gilt folgendes:* und eine Berechnungsstelle] unterhalten. Eine Änderung, Beendigung, Bestellung oder ein Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 15 vorab unter Einhaltung einer Frist von mindestens 30 und höchstens 45 Tagen informiert wurden.
- (3) *Erfüllungsgehilfen der Emittentin.* Die Zahlstelle *[falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen zum Wahl-Rückzahlungsbetrag vorzeitig zurückzuzahlen, gilt folgendes:* und die Berechnungsstelle] und jede andere nach Absatz (2) bestellte Zahlstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern, und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

**“Paying Agent“:**

**BNP Paribas Securities Services, Luxembourg branch**  
60 avenue J.F. Kennedy  
2085 Luxembourg  
Luxembourg

*[in the case of Early Redemption at the Option of the Issuer at the Call Redemption Amount, the following applies:*

**“Calculation Agent“:**

*[name and specified office]]*

The Paying Agent *[in the case of Early Redemption at the Option of the Issuer at the Call Redemption Amount, the following applies:* and the Calculation Agent] reserve[s] the right at any time to change [its][their] specified office[s] to some other office in the same country.

- (2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Paying Agent *[in the case of Early Redemption at the Option of the Issuer at the Call Redemption Amount, the following applies:* or the Calculation Agent] and to appoint another Paying Agent, additional or other paying agents *[in the case of Early Redemption at the Option of the Issuer at the Call Redemption Amount, the following applies:* or another Calculation Agent]. The Issuer shall at all times maintain a Paying Agent *[in the case of Early Redemption at the Option of the Issuer at the Call Redemption Amount the following applies:* and a Calculation Agent]. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 15.
- (3) *Agents of the Issuer.* The Paying Agent *[in the case of Early Redemption at the Option of the Issuer at the Call Redemption Amount, the following applies:* and the Calculation Agent] and any other paying agent appointed pursuant to paragraph (2) act solely as the agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for any Holder.

**§ 8  
STEUERN**

- (1) *Zahlungen ohne Einbehalt oder Abzug von Steuern.* Alle in Bezug auf die Schuldverschreibungen zu zahlenden Beträge werden ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder Abgaben gleich welcher Art gezahlt, die von oder im Namen des Großherzogtums Luxemburg oder der Bundesrepublik Deutschland (die „**Steuerjurisdiktion**“) oder einer steuererhebungsberechtigten Gebietskörperschaft oder Steuerbehörde dieses Landes im Wege des Einbehalts oder Abzugs an der Quelle auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben.
- (2) *Zahlung Zusätzlicher Beträge.* Ist ein Einbehalt oder Abzug in Bezug auf zu zahlende Beträge auf die Schuldverschreibungen gesetzlich vorgeschrieben, so wird die Emittentin diejenigen zusätzlichen Beträge (die „**Zusätzlichen Beträge**“) zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach einem solchen Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug erhalten worden wären; eine Verpflichtung zur Zahlung solcher Zusätzlichen Beträge besteht jedoch nicht für Steuern oder Abgaben:
- (a) die anders als durch Einbehalt oder Abzug von Zahlungen, welche die Emittentin an den Gläubiger leistet, zu entrichten sind; oder
- (b) die von einer als Depotbank oder Inkassobeauftragte im Namen eines Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin von den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Einbehalt oder Abzug vornimmt; oder
- (c) die aufgrund einer bestehenden oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zur maßgeblichen Steuerjurisdiktion zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der maßgeblichen Steuerjurisdiktion stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind (dies gilt auch nicht für Steuern oder Abgaben, die aufgrund der Anwendung von § 50a Absatz 7 Einkommensteuergesetz oder einer zukünftigen Nachfolgeregelung zu dieser Vorschrift anfallen; d.h. in diesem Fall sind keine Zusätzlichen Beträge zu zahlen); oder

**§ 8  
TAX**

- (1) *Payments Free of Taxes.* All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied at source by way of withholding or deduction by or on behalf of the Grand Duchy of Luxembourg or Federal Republic of Germany (the “**Taxing Jurisdiction**”) or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.
- (2) *Payments of Additional Amounts.* If such withholding or deduction with respect to amounts payable in respect of the Notes is required by law, the Issuer will pay such additional amounts (the “**Additional Amounts**”) as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:
- (a) are payable otherwise than by withholding or deduction from payments, made by the Issuer to the Holder, or
- (b) are payable by any Person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a withholding or deduction by the Issuer from payments of principal or interest made by it, or
- (c) are payable by reason of the Holder having, or having had, some personal or business relation to the relevant Taxing Jurisdiction and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the relevant Taxing Jurisdiction (this holds true for any taxes or duties payable pursuant to Section 50a paragraph 7 of the German Income Tax Act (*Einkommensteuergesetz*) or any future successor provision of that section, i.e. no Additional Amounts shall be payable in this case), or

- |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (d) | die durch eine Zahlstelle von der Zahlung einzubehalten oder abzuziehen sind, wenn die Zahlung von einer anderen Zahlstelle ohne einen solchen Einbehalt oder Abzug hätte vorgenommen werden können; oder                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | (d) | are withheld or deducted by a paying agent from a payment if the payment could have been made by another paying agent without such withholding or deduction, or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| (e) | die aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder Sparguthaben oder (ii) zwischenstaatlicher Abkommen oder Vereinbarungen über deren Besteuerung, an denen die maßgebliche Steuerjurisdiktion oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder dieses Abkommen oder diese Vereinbarung umsetzt oder befolgt, diesen entspricht oder zur Anpassung an diese eingeführt wurde (einschließlich des luxemburgischen Gesetzes vom 23. Dezember 2005, in seiner jeweils geltenden Fassung ( <i>Relibi Gesetz</i> )), einzubehalten oder abzuziehen sind; oder                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | (e) | are withheld or deducted pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income or savings, or (ii) any international treaty or understanding relating to such taxation and to which the relevant Taxing Jurisdiction or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding (including the Luxembourg Law dated 23 December 2005, as amended ( <i>Relibi Law</i> )), or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| (f) | die nicht erhoben oder einbehalten oder abgezogen worden wären, wenn es der Gläubiger oder der wirtschaftliche Eigentümer der Schuldverschreibungen (für die vorliegenden Zwecke einschließlich Finanzinstitute, über die der Gläubiger oder wirtschaftliche Eigentümer die Schuldverschreibungen hält oder über die Zahlungen auf die Schuldverschreibungen erfolgen) nicht unterlassen hätte, nach einer an den Gläubiger oder wirtschaftlichen Eigentümer gerichteten schriftlichen Aufforderung der Emittentin, einer Zahlstelle oder in deren Namen (die so rechtzeitig erfolgt, dass der Gläubiger bzw. der wirtschaftliche Eigentümer dieser Aufforderung mit zumutbaren Anstrengungen nachkommen kann, in jedem Fall aber mindestens 30 Tage, bevor ein Einbehalt oder Abzug erforderlich wäre), einer aufgrund von Gesetzen, Abkommen, Verordnungen oder der Verwaltungspraxis in der maßgeblichen Steuerjurisdiktion vorgeschriebenen Bescheinigungs-, Identifizierungs-, Informations-, oder sonstigen Nachweispflicht nachzukommen, die Voraussetzung für eine Befreiung von in der maßgeblichen Steuerjurisdiktion erhobenen Steuern oder für eine Reduzierung der Höhe des Einhalts oder Abzugs solcher Steuern ist (u. a. eine Bescheinigung, dass der Gläubiger bzw. der wirtschaftliche Eigentümer nicht in der maßgeblichen Steuerjurisdiktion ansässig ist), jedoch jeweils nur, soweit der Gläubiger bzw. der wirtschaftliche Eigentümer rechtlich | (f) | would not have been imposed, withheld or deducted but for the failure of the Holder or beneficial owner of Notes (including, for these purposes, any financial institution through which the Holder or beneficial owner holds the Notes or through which payment on the Notes is made), following a written request by or on behalf of the Issuer or a Paying Agent addressed to the Holder or beneficial owner (and made at a time that would enable the Holder or beneficial owner acting reasonably to comply with that request, and in all events, at least 30 days before any withholding or deduction would be required), to comply with any certification, identification, information or other reporting requirement whether required by statute, treaty, regulation or administrative practice of the relevant Taxing Jurisdiction, that is a precondition to exemption from, or reduction in the rate of withholding or deduction of, taxes imposed by the relevant Taxing Jurisdiction (including, without limitation, a certification that the Holder or beneficial owner is not resident in the relevant Taxing Jurisdiction), but in each case, only to the extent the Holder or beneficial owner is legally entitled to provide such certification, information or documentation, or |

berechtigt ist, die Bescheinigung, Information oder Dokumentation vorzulegen; oder

- (g) die Nachlasssteuern, Erbschaftsteuern, Schenkungsteuern, Umsatzsteuern, Verbrauchsteuern, Verkehrssteuern, Vermögenssteuern oder ähnliche Steuern darstellen, oder
- (h) die wegen einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung wirksam wird; oder
- (i) die aufgrund jeglicher Kombination der Absätze (a) bis (h) zu entrichten sind.

Zudem werden keine Zusätzlichen Beträge im Hinblick auf Zahlungen auf die Schuldverschreibungen an einen Gläubiger gezahlt, welcher die Zahlung als Treuhänder oder

Personengesellschaft oder als sonstiger nicht alleiniger wirtschaftlicher Eigentümer der Zahlung erhält, soweit nach den Gesetzen der maßgeblichen Steuerjurisdiktion eine solche Zahlung steuerlich den Einkünften eines Begünstigten oder Treugebers in Bezug auf einen solchen Treuhänder oder eines Gesellschafters der Personengesellschaft oder eines wirtschaftlich Berechtigten zugerechnet würde, der jeweils selbst nicht zum Erhalt von Zusätzlichen Beträgen berechtigt gewesen wäre, wenn er selbst Gläubiger der Schuldverschreibungen wäre.

*Zur Klarstellung* wird festgehalten, dass die in der Bundesrepublik Deutschland gemäß dem zum Begebungstag geltenden Steuerrecht auf der Ebene der Depotbank erhobene Kapitalertragsteuer zuzüglich des darauf anfallenden Solidaritätszuschlags sowie Kirchensteuer, soweit eine solche im Wege des Steuerabzugs erhoben wird, keine Steuern oder Abgaben der vorstehend beschriebenen Art darstellen, für die von der Emittentin Zusätzliche Beträge zu zahlen wären.

- (3) *Andere Steuerjurisdiktion.* Falls die Emittentin zu irgendeinem Zeitpunkt einer anderen Steuerrechtsordnung als der gegenwärtig maßgeblichen Steuerrechtsordnung der Emittentin oder einer zusätzlichen Steuerrechtsordnung unterworfen wird, sind die Bezugnahmen in diesem § 8 auf die Jurisdiktion der Emittentin als Bezugnahmen auf die Rechtsordnung der Emittentin und/oder diese andere(n) Rechtsordnung(en) zu lesen und auszulegen.

(g) are estate, inheritance, gift, sales, excise, transfer, personal property or similar taxes, or

(h) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or

(i) are payable due to any combination of items (a) to (h),

nor shall any Additional Amounts be paid with respect to any payment on a Note to a Holder who is a fiduciary or partnership or who is other than the sole beneficial owner of such payment to the extent

such payment would be required by the laws of the relevant Taxing Jurisdiction to be included in the income, for tax purposes, of a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner who would not have been entitled to such Additional Amounts had such beneficiary, settlor, member or beneficial owner been the Holder of the Note.

*For the avoidance of doubt*, the withholding tax levied in the Federal Republic of Germany at the level of the custodian bank plus the solidarity surcharge imposed thereon as well as church tax, where such tax is levied by way of withholding, pursuant to tax law as in effect as of the Issue Date do not constitute a tax or duty as described above in respect of which Additional Amounts would be payable by the Issuer.

(3) *Other Tax Jurisdiction.* If at any time the Issuer becomes subject to any taxing jurisdiction other than, or in addition to, the currently relevant taxing jurisdiction of the Issuer, references in this § 8 to the jurisdiction of the Issuer shall be read and construed as references to the jurisdiction of the Issuer and/or to such other jurisdiction(s).

**§ 9**  
**VORLEGUNGSFRIST, VERJÄHRUNG**

Die Vorlegungsfrist gemäß § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch für die Schuldverschreibungen wird auf zehn Jahre verkürzt. Die Verjährungsfrist für Ansprüche aus den Schuldverschreibungen, die innerhalb der Vorlegungsfrist zur Zahlung vorgelegt wurden, beträgt zwei Jahre vom Ende der betreffenden Vorlegungsfrist an.

**§ 10**  
**KÜNDIGUNGSGRÜNDE**

- (1) *Kündigungsgründe.* Tritt ein Kündigungsgrund ein und dauert dieser an, so ist jeder Gläubiger berechtigt, seine sämtlichen Forderungen aus den Schuldverschreibungen durch Abgabe einer Kündigungserklärung gemäß Absatz (2) gegenüber der Zahlstelle fällig zu stellen und (vorbehaltlich des nachfolgenden Absatzes (4)) deren unverzügliche Rückzahlung zu ihrem Nennbetrag zuzüglich bis zum Tag der tatsächlichen Rückzahlung (ausschließlich) nicht gezahlter, aufgelaufener Zinsen zu verlangen. Jedes der folgenden Ereignisse stellt einen „**Kündigungsgrund**“ dar:
- (a) Die Emittentin zahlt auf die Schuldverschreibungen fällige Kapital- oder Zinsbeträge oder sonstige Beträge nicht innerhalb von 20 Tagen nach Fälligkeit; oder
- (b) die Emittentin erfüllt eine andere wesentliche Verpflichtung aus den Schuldverschreibungen nicht (einschließlich den Verpflichtungen unter § 11) und die Nichterfüllung dauert - sofern sie geheilt werden kann - jeweils länger als 40 Tage fort, nachdem die Zahlstelle eine Aufforderung zumindest in Textform (§ 126b Bürgerliches Gesetzbuch) in der in Absatz (2) vorgesehenen Art und Weise von einem Gläubiger erhalten hat, die Verpflichtung zu erfüllen; oder
- (c) eine nicht im Rahmen der Schuldverschreibungen bestehende Finanzverbindlichkeit der Emittentin oder einer Wesentlichen Tochtergesellschaft wird infolge eines Kündigungsgrunds (unabhängig von der Bezeichnung) vor ihrer festgelegten Fälligkeit fällig und zahlbar (sei es durch Kündigung, automatische Fälligestellung oder auf andere Weise), wobei der Gesamtbetrag dieser Finanzverbindlichkeiten mindestens 1 % der Bilanzsumme zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, beträgt. *Zur Klarstellung wird festgehalten*, dass dieser

**§ 9**  
**PRESENTATION PERIOD, PRESCRIPTION**

The presentation period provided for in section 801 paragraph 1, sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years for the Notes. The period of limitation for claims under the Notes presented during the period for presentation will be two years calculated from the expiration of the relevant presentation period.

**§ 10**  
**EVENTS OF DEFAULT**

- (1) *Events of Default.* If an Event of Default occurs and is continuing, each Holder shall be entitled to declare due and payable by submitting a Termination Notice pursuant to paragraph (2) to the Paying Agent its entire claims arising from the Notes and demand (subject to paragraph (4) below) immediate redemption at the principal amount thereof together with unpaid interest accrued to (but excluding) the date of actual redemption. Each of the following is an “**Event of Default**”:
- (a) The Issuer fails to pay principal, interest or any other amounts due under the Notes within 20 days from the relevant due date; or
- (b) the Issuer fails to duly perform any other material obligation arising from the Notes (including the obligations under § 11) and such failure, if capable of remedy, continues unremedied for more than 40 days after the Paying Agent has received a request at least in text form (section 126b of the German Civil Code, *Bürgerliches Gesetzbuch*) thereof in the manner set forth in paragraph (2) from a Holder to perform such obligation; or
- (c) any Financial Indebtedness of the Issuer or any Material Subsidiary (other than under the Notes) becomes due and payable prior to its specified maturity (whether by declaration, automatic acceleration or otherwise) as a result of an event of default (howsoever described), *provided that* the aggregate amount of such Financial Indebtedness amounts to at least 1% of the Total Assets as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published. *For the avoidance of doubt*, this paragraph (1)(c) shall not apply, where the Issuer or the relevant

- Absatz (1)(c) keine Anwendung findet, wenn die Emittentin oder die jeweilige Wesentliche Tochtergesellschaft nach Treu und Glauben bestreitet, dass diese Zahlungsverpflichtung besteht, fällig ist oder die Anforderungen für die vorzeitige Fälligestellung erfüllt sind; oder
- (d) die Emittentin gibt ihre Zahlungsunfähigkeit bekannt oder stellt ihre Zahlungen generell ein; oder
- (e) gegen die Emittentin wird ein Insolvenzverfahren eingeleitet und nicht innerhalb von 90 Tagen aufgehoben oder ausgesetzt, oder die Emittentin beantragt oder leitet ein solches Verfahren ein, oder
- (f) die Emittentin geht in Liquidation, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und die andere Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit den Schuldverschreibungen eingegangen ist.
- (2) *Kündigungserklärungen.* Eine Erklärung eines Gläubigers (i) gemäß Absatz (1)(b) oder (ii) zur Kündigung seiner Schuldverschreibungen gemäß diesem § 10 (eine „**Kündigungserklärung**“) hat in der Weise zu erfolgen, dass der Gläubiger der Zahlstelle eine entsprechende Erklärung in Textform (§ 126b Bürgerliches Gesetzbuch) in deutscher oder englischer Sprache übermittelt und dabei durch eine Bescheinigung seiner Depotbank (wie in § 17(4) definiert) nachweist, dass er die betreffenden Schuldverschreibungen zum Zeitpunkt der Kündigungserklärung hält.
- (3) *Heilung.* Zur Klarstellung wird festgehalten, dass das Recht zur Kündigung der Schuldverschreibungen gemäß diesem § 10 erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt worden ist; es ist zulässig, den Kündigungsgrund gemäß Absatz (1)(c) durch Rückzahlung der maßgeblichen Finanzverbindlichkeiten in voller Höhe zu heilen.
- (4) *Quorum.* In den Fällen gemäß den Absätzen (1)(b) bis (c) wird eine Kündigungserklärung erst wirksam, wenn bei der Zahlstelle Kündigungserklärungen von Gläubigern im Nennbetrag von mindestens 15 % des Gesamtnennbetrages der dann ausstehenden Schuldverschreibungen eingegangen sind.
- Material Subsidiary contests in good faith that such payment obligation exists, is due or the requirements for the acceleration are satisfied; or
- (d) the Issuer announces its inability to meet its financial obligations or ceases its payments generally; or
- (e) insolvency proceedings against the Issuer are instituted and have not been discharged or stayed within 90 days, or the Issuer applies for or institutes such proceedings; or
- (f) the Issuer enters into liquidation unless this is done in connection with a merger or other form of combination with another company and such company assumes all obligations of the Issuer in connection with the Notes.
- (2) *Termination Notices.* Any notice by a Holder (i) in accordance with paragraph (1)(b) or (ii) to terminate its Notes in accordance with this § 10 (a “**Termination Notice**”) shall be made by means of a declaration made in text form (section 126b of the German Civil Code, *Bürgerliches Gesetzbuch*) to the Paying Agent in the German or English language delivered together with evidence by means of a certificate of the Holder’s Custodian (as defined in § 17(4)) that such Holder, at the time of such Termination Notice, is a holder of the relevant Notes.
- (3) *Cure.* For the avoidance of doubt, the right to declare Notes due in accordance with this § 10 shall terminate if the situation giving rise to it has been cured before the right is exercised and it shall be permissible to cure the Event of Default pursuant to paragraph (1)(c) by repaying in full the relevant Financial Indebtedness.
- (4) *Quorum.* In the events specified in paragraph (1)(b) to (c), any notice declaring Notes due shall become effective only when the Paying Agent has received such default notices from the Holders representing at least 15% of the aggregate principal amount of the Notes then outstanding.



**§ 11  
VERPFLICHTUNGSERKLÄRUNGEN**

(1) *Beschränkungen für das Eingehen von Finanzverbindlichkeiten.* Die Emittentin verpflichtet sich, nach dem Begebungstag keine Finanzverbindlichkeiten einzugehen und sicherzustellen, dass ihre Tochtergesellschaften nach dem Begebungstag keine Finanzverbindlichkeiten eingehen, wenn unmittelbar nach dem Wirksamwerden der Eingehung solcher weiterer Finanzverbindlichkeiten (unter Berücksichtigung der Verwendung der aus einer solchen Eingehung resultierenden Nettozuflüsse):

(a) das Verhältnis der (i) Summe aus (x) den Konsolidierten Nettofinanzverbindlichkeiten der Gruppe zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, und (y) den Neuen Finanzverbindlichkeiten, die seit dem unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, eingegangen wurden, zu der (ii) Summe aus (unter Ausschluss einer Doppelberücksichtigung) (x) der Bilanzsumme zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, (y) den Kaufpreisen für Immobilienvermögen (ohne Abzüge für übernommene Finanzverbindlichkeiten), das seit dem unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, erworben wurde oder für dessen Erwerb seit diesem Zeitpunkt eine Verpflichtung eingegangen wurde, und (z) der Zuflüsse aus Finanzverbindlichkeiten, die seit dem unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, eingegangen wurden (jedoch nur soweit diese Zuflüsse nicht zum Erwerb von Immobilienvermögen oder zur Verringerung von Finanzverbindlichkeiten verwendet wurden) (dieses Verhältnis in Bezug auf einen beliebigen Zeitpunkt der „**Verschuldungsgrad (LTV)**“ zu dem entsprechenden Zeitpunkt) 60 % übersteigen würde; oder

(b) das Verhältnis (i) der Summe aus (x) den Besicherten Finanzverbindlichkeiten zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, und (y) den Neuen Besicherten Finanzverbindlichkeiten, die seit dem unmittelbar

**§ 11  
COVENANTS**

(1) *Limitations on the Incurrence of Financial Indebtedness.* The Issuer undertakes that it will not, and will procure that none of its Subsidiaries will, after the Issue Date, incur any Financial Indebtedness if, immediately after giving effect to the incurrence of such additional Financial Indebtedness (taking into account the application of the net proceeds of such incurrence),

(a) the ratio of (i) the sum of (x) the Consolidated Net Financial Indebtedness of the Group as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published and (y) the New Financial Indebtedness incurred since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published to (ii) the sum of (without duplication) (x) the Total Assets as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published, (y) the purchase prices of any Real Estate Property (without any deductions for assumed Financial Indebtedness) acquired or contracted for acquisition since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published and (z) the proceeds of any Financial Indebtedness incurred since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published (but only to the extent such proceeds were not used to acquire Real Estate Property or to reduce Financial Indebtedness) (such ratio, with respect to any date, the “**Loan-to-Value Ratio**” as of that date) would exceed 60%; or

(b) the ratio of (i) the sum of (x) the Secured Financial Indebtedness as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published and (y) the New Secured Financial Indebtedness incurred since the

vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, eingegangen wurden, zu (ii) der Summe aus (unter Ausschluss einer Doppelberücksichtigung) (x) der Bilanzsumme zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, (y) der Kaufpreise für Immobilienvermögen (ohne Abzüge für übernommene Finanzverbindlichkeiten), das seit dem unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, erworben wurde oder für dessen Erwerb seit diesem Zeitpunkt eine Verpflichtung eingegangen wurde, und (z) der Zuflüsse aus Finanzverbindlichkeiten, die seit dem unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, eingegangen wurden (jedoch nur soweit diese Zuflüsse nicht zum Erwerb von Immobilienvermögen oder zur Verringerung von Finanzverbindlichkeiten verwendet wurde) (dieses Verhältnis in Bezug auf einen beliebigen Zeitpunkt der „**Verschuldungsgrad (LTV) Besichertes Vermögen**“ zu dem entsprechenden Zeitpunkt) 45 % übersteigen würde; oder

- (c) das Verhältnis (i) des Gesamtbetrags des Konsolidierten EBITDA gesamt in den letzten vier aufeinanderfolgenden Quartalen, die vor dem Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, geendet haben, zu (ii) dem Gesamtbetrag des zahlungswirksamen Zinsergebnisses in den letzten vier aufeinanderfolgenden Quartalen, die vor dem Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, geendet haben, nicht weniger als 1,80 zu 1,00 betragen würde ((i) und (ii) wie von der Emittentin (nach billigem Ermessen) auf Pro-forma-Basis ermittelt (einschließlich einer Pro-forma-Heranziehung der Nettozuflüsse aus den weiteren Finanzverbindlichkeiten), als ob die weiteren Finanzverbindlichkeiten zu Beginn dieser Vier-Quartale-Periode eingegangen worden wären) (dieses Verhältnis in Bezug auf einen beliebigen Zeitpunkt der „**Zinsdeckungsgrad**“ zu dem entsprechenden Zeitpunkt).

immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published to (ii) the sum of (without duplication) (x) Total Assets as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published, (y) the purchase prices of any Real Estate Property (without any deductions for assumed Financial Indebtedness) acquired or contracted for acquisition since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published and (z) the proceeds of any Financial Indebtedness incurred since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published (but only to the extent such proceed were not used to acquire Real Estate Property or to reduce Financial Indebtedness) (such ratio, with respect to any date, the “**Secured Loan-to-Value Ratio**” as of that date) would exceed 45%; or

- (c) the ratio of (i) the aggregate amount of Consolidated EBITDA total in the respective most recent four consecutive quarters ending prior to the Reporting Date for which Consolidated Financial Statements of the Issuer have been published to (ii) the aggregate amount of Net Cash Interest in the respective most recent four consecutive quarters ending prior to the Reporting Date for which Consolidated Financial Statements of the Issuer have been published would be no less than 1.80 to 1.00 (each of (i) and (ii) determined by the Issuer (in its reasonable judgment) on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if the additional Financial Indebtedness had been incurred at the beginning of such four quarter period) (such ratio, with respect to any date, the “**Interest Coverage Ratio**” as of that date).

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| <p>(2) <i>Berichte.</i> Solange Schuldverschreibungen ausstehen, veröffentlicht die Emittentin die folgenden Angaben auf ihrer Internetseite:</p> <p>(a) Innerhalb von 120 Tagen nach dem Ende jedes Geschäftsjahrs der Emittentin einen Geschäftsbericht mit einem geprüften Konzernabschluss in Übereinstimmung mit den in der Europäischen Union anwendbaren International Financial Reporting Standards (IFRS) und einem Lagebericht in Übereinstimmung mit Artikel 68 des luxemburgischen Gesetzes vom 19. Dezember 2002 über das Handels- und Gesellschaftsregister und die Rechnungslegung und Jahresabschlüsse von Gesellschaften (in der jeweils geltenden Fassung); und</p> <p>(b) innerhalb von 60 Tagen nach dem Ende jedes der ersten drei Quartale in jedem Geschäftsjahr der Emittentin einen ungeprüften verkürzten Konzern-Zwischenabschluss in Übereinstimmung mit den in der Europäischen Union anwendbaren International Financial Reporting Standards (IFRS) bzw. eine Quartalsmitteilung in Übereinstimmung mit den Anforderungen der Frankfurter Wertpapierbörse.</p> | <p>(2) <i>Reports.</i> For so long as any Notes are outstanding, the Issuer shall post on its website,</p> <p>(a) within 120 days after the end of each of the Issuer's fiscal years, annual reports containing the audited consolidated financial statements in accordance with the International Financial Reporting Standards (IFRS) as adopted by the European Union and the management report in accordance with Article 68 of the Luxembourg law of 19 December 2002 on the register of commerce and companies and the accounting and annual accounts of undertakings, as amended; and</p> <p>(b) within 60 days after the end of each of the first three fiscal quarters in each fiscal year of the Issuer, unaudited condensed consolidated quarterly financial statements in accordance with the International Financial Reporting Standards (IFRS) as adopted by the European Union or a quarterly statement in accordance with the requirements of the Frankfurt Stock Exchange (<i>Frankfurter Wertpapierbörse</i>).</p> |
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**§ 12  
ERSETZUNG**

- (1) *Ersetzung.* Die Emittentin ist berechtigt, wenn kein Zahlungsverzug hinsichtlich Kapital oder Zinsen auf die Schuldverschreibungen vorliegt, jederzeit ohne die Zustimmung der Gläubiger ein mit der Emittentin verbundenes Unternehmen an Stelle der Emittentin als Hauptschuldnerin (die „**Nachfolgeschuldnerin**“) für alle Verpflichtungen aus oder im Zusammenhang mit den Schuldverschreibungen einzusetzen, *vorausgesetzt, dass:*
- (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin im Zusammenhang mit den Schuldverschreibungen rechtswirksam übernimmt;
- (b) die Nachfolgeschuldnerin und die Emittentin alle für die Ersetzung notwendigen Genehmigungen und Zustimmungen von staatlichen Stellen und Aufsichtsbehörden erhalten haben, die Nachfolgeschuldnerin alle für die Erfüllung ihrer Verpflichtungen aus den Schuldverschreibungen notwendigen Genehmigungen und Zustimmungen von staatlichen Stellen und Aufsichtsbehörden erhalten hat und sämtliche dieser Genehmigungen und Zustimmungen in vollem Umfang gültig und wirksam sind und die Verpflichtungen der Nachfolge-

**§ 12  
SUBSTITUTION**

- (1) *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer any affiliate of the Issuer as principal debtor in respect of all obligations arising from or in connection with these Notes (the “**Substitute Debtor**”) *provided that:*
- (a) the Substitute Debtor, in a manner legally effective, assumes all obligations of the Issuer in respect of the Notes;
- (b) the Substitute Debtor and the Issuer have obtained all necessary governmental and regulatory approvals and consents for such substitution, that the Substitute Debtor has obtained all necessary governmental and regulatory approvals and consents for the performance by the Substitute Debtor of its obligations under the Notes and that all such approvals and consents are in full force and effect and that the obligations assumed by the Substitute Debtor in respect of the Notes are valid and binding in accordance with their respective terms and enforceable by

- schuldnerin aus den Schuldverschreibungen gemäß ihren Bestimmungen wirksam und rechtsverbindlich und durch jeden Gläubiger durchsetzbar sind;
- (c) die Nachfolgeschuldnerin alle für die Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen erforderlichen Beträge in der erforderlichen Währung an die Zahlstelle überweisen kann, ohne zum Einbehalt oder Abzug von Steuern oder sonstigen Abgaben gleich welcher Art verpflichtet zu sein, die in dem Land erhoben werden, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz hat oder steuerlich ansässig ist;
- (d) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben, Festsetzungen oder behördlichen Lasten freizustellen, die einem Gläubiger im Zusammenhang mit der Ersetzung auferlegt werden;
- (e) die Emittentin (in derartiger Eigenschaft, die „**Garantin**“) unwiderruflich und unbedingte gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert (die „**Garantie**“), die sicherstellen, dass jeder Gläubiger in der wirtschaftlichen Position ist, die mindestens so vorteilhaft ist wie die Position, in der die Gläubiger wären, wenn die Ersetzung nicht stattgefunden hätte; und
- (f) die Emittentin einem zu diesem Zweck bestellten Beauftragten ein Rechtsgutachten bezüglich jeder betroffenen Rechtsordnung von anerkannten Rechtsanwälten vorgelegt hat, das bestätigt, dass die Bestimmungen in den vorstehenden Unterabsätzen (a) bis (d) erfüllt worden sind.
- (2) *Bekanntmachung.* Jede Ersetzung der Emittentin gemäß diesem § 12 sowie das Datum, an dem die Ersetzung wirksam wird, ist gemäß § 15 bekanntzugeben.
- (3) *Änderung von Bezugnahmen.* Mit Wirksamwerden der Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin (mit Ausnahme der Bezugnahme auf die Emittentin in § 11) ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin, und jede Bezugnahme auf das Großherzogtum Luxemburg und die maßgebliche Steuerjurisdiktion im Hinblick auf die Emittentin gilt ab diesem Zeitpunkt als Bezugnahme auf die im Hinblick auf die Nachfolgeschuldnerin maßgebliche Steuerjurisdiktion. Mit Wirksamwerden der Ersetzung gilt
- each Holder;
- (c) the Substitute Debtor can transfer to the Paying Agent in the currency required and without being obligated to withhold or deduct any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;
- (d) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;
- (e) the Issuer (in such capacity, the “**Guarantor**”) irrevocably and unconditionally guarantees (the “**Guarantee**”) in favor of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes on terms which ensure that each Holder will be put in an economic position that is at least as favorable as that which would have existed if the substitution had not taken place; and
- (f) the Issuer shall have delivered to an agent appointed for that purpose one legal opinion for each jurisdiction affected of lawyers of recognized standing to the effect that subparagraphs (a) to (d) above have been satisfied.
- (2) *Notice.* Any substitution of the Issuer pursuant to this § 12 and the date of effectiveness of such substitution shall be published in accordance with § 15.
- (3) *Change of References.* Upon effectiveness of the substitution any reference in these Terms and Conditions to the Issuer (other than references to the Issuer in § 11) shall from then on be deemed to refer to the Substitute Debtor and any reference to the Grand Duchy of Luxembourg and the relevant Taxing Jurisdiction with respect to the Issuer shall from then on be deemed to refer to the relevant taxing jurisdiction with respect to the Substitute Debtor. Upon effectiveness of the substitution any reference to the Issuer in § 11 shall from then on be deemed to refer to the Guarantor. In addition, in

jede Bezugnahme auf die Emittentin in § 11 ab dann als Bezugnahme auf die Garantin. Zudem gilt eine Bezugnahme auf die Garantin in § 3 und § 10(1)(c) bis (f) als einbezogen (zusätzlich zur Bezugnahme auf die Nachfolgeschuldnerin gemäß dem ersten Satz dieses Absatzes (3)). Darüber hinaus gilt im Falle einer solchen Ersetzung ein weiterer Kündigungsgrund in § 10(1) als vereinbart; ein solcher Kündigungsgrund soll bestehen, falls die Garantie aus irgendeinem Grund unwirksam ist oder wird.

- (4) *Weitere Ersetzungen.* Die Nachfolgeschuldnerin ist jederzeit nach einer Ersetzung gemäß vorstehendem Absatz (1) berechtigt, ohne die Zustimmung der Gläubiger eine weitere Ersetzung vorzunehmen, vorausgesetzt, dass alle Bestimmungen der vorstehenden Absätze (1) bis (3) sinngemäß Anwendung finden und, ohne hierauf beschränkt zu sein, Bezugnahmen in diesen Anleihebedingungen auf die Emittentin, sofern der Zusammenhang dies verlangt, (auch) als Bezugnahmen auf jede weitere Nachfolgeschuldnerin gelten, wobei die Ersetzung gemäß diesem § 12 in keinem Fall die Wirkung einer Befreiung der Emittentin von irgendwelchen Verpflichtungen aus ihrer Garantie hat.

### § 13 BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG

- (1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist, vorbehaltlich der Bestimmungen des § 11, berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit in jeder Hinsicht gleicher Ausstattung (gegebenenfalls mit Ausnahme des jeweiligen Begebungstags, des Verzinsungsbeginns, der ersten Zinszahlung und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.
- (2) *Ankauf.* Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Zahlstelle zwecks Entwertung eingereicht werden.
- (3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

§ 3 and § 10(1)(c) to (f) a reference to the Guarantor shall be deemed to have been included in addition to the reference according to the first sentence of this paragraph (3) to the Substitute Debtor. Furthermore, in the event of such substitution, a further event of default shall be deemed to be included in § 10(1); such event of default shall exist in the case that the Guarantee is or becomes invalid for any such reason.

- (4) *Further Substitution.* At any time after a substitution pursuant to paragraph (1) above, the Substitute Debtor may, without the consent of the Holders, effect a further substitution *provided that* all the provisions specified in paragraphs (1) to (3) above shall apply, *mutatis mutandis*, and, without limitation, references in these Terms and Conditions to the Issuer shall, where the context so requires, be deemed to be or include references to any such further Substitute Debtor, *provided that* in no event shall any substitution under this § 12 have the effect of releasing the Issuer from any of its obligations under its Guarantee.

### § 13 FURTHER ISSUES, PURCHASES AND CANCELLATION

- (1) *Further Issues.* Subject to § 11, the Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the relevant issue date, interest commencement date, first interest payment date and/or issue price) so as to form a single series with the Notes.
- (2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Paying Agent for cancellation.
- (3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

**§ 14**  
**ÄNDERUNG DER ANLEIHEBEDINGUNGEN DURCH**  
**BESCHLÜSSE DER GLÄUBIGER, GEMEINSAMER**  
**VERTRETER**

- (1) *Änderung der Anleihebedingungen.* Die Emittentin kann mit den Gläubigern Änderungen der Anleihebedingungen oder sonstige Maßnahmen durch Mehrheitsbeschluss der Gläubiger nach Maßgabe der §§ 5 ff. des Gesetzes über Schuldverschreibungen aus Gesamtemissionen („SchVG“) in seiner jeweils geltenden Fassung beschließen. Die Gläubiger können insbesondere einer Änderung wesentlicher Inhalte der Anleihebedingungen, einschließlich der in § 5 Abs. 3 SchVG vorgesehenen Maßnahmen, durch Beschlüsse mit den in dem nachstehenden Absatz (2) genannten Mehrheiten zustimmen. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Gläubiger gleichermaßen verbindlich.
- (2) *Mehrheit.* Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit beschließen die Gläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen geändert wird, insbesondere in den Fällen des § 5 Abs. 3 Nr. 1 bis 9 SchVG, oder über sonstige wesentliche Maßnahmen bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens 75 % der an der Abstimmung teilnehmenden Stimmrechte (eine „**Qualifizierte Mehrheit**“).
- (3) *Beschlussfassung.* Die Anleihegläubiger können Beschlüsse in einer Gläubigerversammlung gemäß §§ 5 ff. SchVG oder im Wege einer Abstimmung ohne Versammlung gemäß § 18 und §§ 5 ff. SchVG fassen.
- (4) *Gläubigerversammlung.* Die Teilnahme an der Gläubigerversammlung und die Ausübung der Stimmrechte ist von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der Gläubigerversammlung zugehen. Mit der Anmeldung müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß § 17(4)(i)(a) und (b) dieser Anleihebedingungen und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.

**§ 14**  
**AMENDMENTS OF THE TERMS AND**  
**CONDITIONS BY RESOLUTIONS OF HOLDERS,**  
**JOINT REPRESENTATIVE**

- (1) *Amendment of the Terms and Conditions.* The Issuer may agree with the Holders on amendments to the Terms and Conditions or on other matters by virtue of a majority resolution of the Holders pursuant to sections 5 et seqq. of the German Act on Issues of Debt Securities (“SchVG”), as amended from time to time. In particular, the Holders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under section 5 paragraph 3 of the SchVG by resolutions passed by such majority of the votes of the Holders as stated under paragraph (2) below. A duly passed majority resolution shall be binding equally upon all Holders.
- (2) *Majority.* Except as provided by the following sentence and *provided that* the quorum requirements are being met, the Holders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of section 5 paragraph 3 numbers 1 through 9 of the SchVG, or relating to material other matters may only be passed by a majority of at least 75% of the voting rights participating in the vote (a “**Qualified Majority**”).
- (3) *Passing of Resolutions.* The Holders may pass resolutions in a meeting (*Gläubigerversammlung*) in accordance with §§ 5 et seqq. of the SchVG or by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with § 18 and §§ 5 et seqq. of the SchVG.
- (4) *Meeting.* Attendance at the meeting (*Gläubigerversammlung*) and exercise of voting rights is subject to the Holders’ registration. The registration must be received at the address stated in the convening notice (*Einberufung*) no later than the third day preceding the meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 17(4)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.

- (5) *Abstimmung ohne Versammlung.* Sollen Beschlüsse der Gläubiger durch eine Abstimmung ohne Versammlung nach § 18 SchVG gefasst werden, müssen die Gläubiger, zusammen mit der Stimmabgabe, ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß § 17(4)(i)(a) und (b) dieser Anleihebedingungen und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Stimmabgabe (einschließlich) bis zum Tag, an dem der Abstimmungszeitraum endet (einschließlich), nicht übertragbar sind, nachweisen.
- (6) *Zweite Gläubigerversammlung.* Wird für die Gläubigerversammlung gemäß Absatz (4) oder die Abstimmung ohne Versammlung gemäß Absatz (5) die mangelnde Beschlussfähigkeit festgestellt, kann - im Fall der Gläubigerversammlung - der Vorsitzende eine zweite Versammlung im Sinne von § 15 Abs. 3 Satz 2 SchVG und - im Fall der Abstimmung ohne Versammlung - der Abstimmungsleiter eine Gläubigerversammlung einberufen, die als zweite Versammlung im Sinne des § 15 Abs. 3 Satz 3 SchVG anzusehen ist. Die Teilnahme an der zweiten Gläubigerversammlung und die Ausübung der Stimmrechte sind von einer Anmeldung der Gläubiger abhängig. Für die Anmeldung der Gläubiger zu einer zweiten Versammlung gilt Absatz (4) Satz 3 entsprechend.
- (7) *Gemeinsamer Vertreter.* Die Gläubiger können durch Mehrheitsbeschluss die Bestellung oder Abberufung eines gemeinsamen Vertreters (der „**Gemeinsame Vertreter**“), die Aufgaben und Befugnisse des Gemeinsamen Vertreters, die Übertragung von Rechten der Gläubiger auf den Gemeinsamen Vertreter und eine Beschränkung der Haftung des Gemeinsamen Vertreters bestimmen. Die Bestellung eines Gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit, wenn er ermächtigt werden soll, Änderungen des wesentlichen Inhalts der Anleihebedingungen oder anderen wesentlichen Maßnahmen gemäß § 14(2) dieser Anleihebedingungen zuzustimmen.
- (8) *Veröffentlichung.* Bekanntmachungen betreffend diesen § 14 erfolgen ausschließlich gemäß den Bestimmungen des SchVG.
- (9) *Ersetzung.* Die Vorschriften dieses § 14 finden auf eine Ersetzung der Emittentin gemäß § 12 keine Anwendung. Im Fall einer solchen Ersetzung erstrecken sie sich jedoch auf eine gemäß § 12 Abs. (1) lit. (e) abzugebende Garantie.
- (5) *Vote without a meeting.* If resolutions of the Holders shall be made by means of a vote without a meeting (*Abstimmung ohne Versammlung*) Holders must, together with casting their votes, demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 17(4)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from (and including) the day such votes have been cast to (and including) the day the voting period ends.
- (6) *Second Noteholders' Meeting.* If it is ascertained that no quorum exists for the meeting pursuant to paragraph (4) or the vote without a meeting pursuant to paragraph (5), in case of a meeting the chairman (*Vorsitzender*) may convene a second meeting in accordance with section 15 paragraph 3 sentence 2 of the SchVG or in case of a vote without a meeting, the scrutineer (*Abstimmungsleiter*) may convene a noteholders' meeting, which shall be deemed to be a second noteholders' meeting within the meaning of section 15 paragraph 3 sentence 3 of the SchVG. Attendance at the second noteholders' meeting and exercise of voting rights is subject to the Holders' registration. The provisions set out in paragraph (4) sentence 3 shall apply *mutatis mutandis* to the Holders' registration for a second meeting.
- (7) *Holder's Representative.* The Holders may by majority resolution provide for the appointment or dismissal of a joint representative (the "**Holder's Representative**"), the duties and responsibilities and the powers of such Holders' Representative, the transfer of the rights of the Holders to the Holders' Representative and a limitation of liability of the Holders' Representative. Appointment of a Holders' Representative may only be passed by a Qualified Majority if such Holders' Representative is to be authorized to consent, in accordance with § 14(2) hereof, to a material change in the substance of the Terms and Conditions or other material matters.
- (8) *Publication.* Any notices concerning this § 14 shall be made exclusively pursuant to the provisions of the SchVG.
- (9) *Substitution.* The provisions of this § 14 do not apply to a substitution of the Issuer pursuant to § 12. In the event of such substitution, they do however apply to a guarantee to be given pursuant to § 12 (1) lit. (e).

**§ 15  
MITTEILUNGEN**

- (1) *Mitteilungen.* Alle die Schuldverschreibungen betreffenden Mitteilungen werden auf der Internetseite der Emittentin unter [www.adler-group.com](http://www.adler-group.com) elektronisch veröffentlicht, wenn nicht in § 14(8) anders vorgesehen, sowie, falls gesetzlich vorgeschrieben, in den gesetzlich vorgesehenen zusätzlichen Medien. Jede derartige Mitteilung gilt am dritten Kalendertag nach dem Tag der Veröffentlichung (oder bei mehrfacher Veröffentlichung am dritten Kalendertag nach dem Tag der ersten solchen Veröffentlichung) als wirksam gegenüber den Gläubigern erfolgt.
- (2) *Mitteilungen an das Clearingsystem.* Wenn eine Veröffentlichung von Mitteilungen nach dem vorstehenden Absatz (1) nicht weiterhin rechtlich oder nach den Regeln der Wertpapierbörse, an denen die Schuldverschreibungen notiert sind, erforderlich ist, kann die Emittentin die betreffende Mitteilung an das Clearingsystem zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am fünften Kalendertag nach dem Tag der Mitteilung an das Clearingsystem als wirksam gegenüber den Gläubigern erfolgt.
- (3) *Mitteilungen an die Emittentin.* Mitteilungen eines Gläubigers an die Emittentin haben in der Weise zu erfolgen, dass der Gläubiger der Zahlstelle eine entsprechende Erklärung zumindest in Textform (§ 126b Bürgerliches Gesetzbuch) übermittelt. Eine derartige Mitteilung kann von jedem Gläubiger gegenüber der Zahlstelle über das Clearingsystem in der von der Zahlstelle und dem Clearingsystem dafür vorgesehenen Weise erfolgen.

**§ 16  
DEFINITIONEN**

- [„**Abgezinsten Marktpreis (Make-Whole Amount)**“ hat die diesem Begriff in § 6(5) zugewiesene Bedeutung.]
- [„**ADLER Konzern**“ hat die diesem Begriff in § 6[(8)](a)(ii) zugewiesene Bedeutung.]
- [„**Austauschtag**“ hat die diesem Begriff in § 1(3)(b) zugewiesene Bedeutung.]
- [„**Ausübungszeitraum**“ hat die diesem Begriff in § 6[(8)] zugewiesene Bedeutung.]
- [„**Begebungstag**“ hat die diesem Begriff in § 1(1) zugewiesene Bedeutung.]
- [„**Benchmark-Rendite**“ hat die diesem Begriff in § 6(5) zugewiesene Bedeutung.]
- [„**Berechnungsstelle**“ hat die diesem Begriff in § 7(1) zugewiesene Bedeutung.]

**§ 15  
NOTICES**

- (1) *Notices.* Except as stipulated in § 14(8), all notices concerning the Notes will be made by means of electronic publication on the internet website of the Issuer at [www.adler-group.com](http://www.adler-group.com) and, if legally required, in the form of media determined by law in addition thereto. Any notice so given will be deemed to have been validly given to the Holders on the third calendar day following the date of such publication (or, if published more than once, on the third calendar day following the date of the first such publication).
- (2) *Notification to the Clearing System.* If the publication of notices pursuant to paragraph (1) above is no longer required by law or the rules of the stock exchange on which the Notes are listed, the Issuer may deliver the relevant notice to the Clearing System, for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given to the Holders on the fifth calendar day following the day on which the said notice was given to the Clearing System.
- (3) *Notification to the Issuer.* Notices to be given by any Holder to the Issuer shall be made by means of a declaration at least in text form (section 126b of the German Civil Code, *Bürgerliches Gesetzbuch*) to be delivered to the Paying Agent. Such notice may be given by any Holder to the Paying Agent through the Clearing System in such manner as the Paying Agent and the Clearing System may approve for such purpose.

**§ 16  
DEFINITIONS**

- [“**Make-Whole Amount**” has the meaning assigned to such term in § 6[(5)].]
- [“**ADLER Group**” has the meaning assigned to such term in § 6[(8)](a)(ii).]
- [“**Exchange Date**” has the meaning assigned to such term in § 1(3)(b).]
- [“**Put Period**” has the meaning assigned to such term in § 6[(8)].]
- [“**Issue Date**” has the meaning assigned to such term in § 1(1).]
- [“**Benchmark Yield**” has the meaning assigned to such term in § 6[(5)].]
- [“**Calculation Agent**” has the meaning assigned to such term in § 7(1).]



„**Berichtsstichtag**“ ist der [●] eines jeden Jahres.

„**Besicherte Finanzverbindlichkeiten**“ bezeichnet den Teil der Konsolidierten Nettofinanzverbindlichkeiten, der mit Sicherungsrechten an Immobilien oder sonstigen Vermögenswerten der Emittentin oder ihrer Tochtergesellschaften besichert ist (jeweils nach IFRS ermittelt).

„**Bilanzsumme**“ bezeichnet den Wert der konsolidierten Bilanzsumme der Emittentin und der Tochtergesellschaften, der in einer nach IFRS erstellten Konzernbilanz der Emittentin erscheint oder erscheinen würde, wobei die „**Bilanzsumme**“ die Zuflüsse aus den Finanzverbindlichkeiten, die eingegangen werden, einschließt.

[„**Bildschirmseite**“ hat die diesem Begriff in § 6[(5)] zugewiesene Bedeutung.]

[„**CBF**“ hat die diesem Begriff in § 1(4) zugewiesene Bedeutung.]

[„**CBL**“ hat die diesem Begriff in § 1(4) zugewiesene Bedeutung.]

[„**CGN**“ hat die diesem Begriff in § 1(4) zugewiesene Bedeutung.]

„**Clearingsystem**“ hat die diesem Begriff in § 1(4) zugewiesene Bedeutung.

„**Code**“ hat die diesem Begriff in § 5(7) zugewiesene Bedeutung.

„**Common Safekeeper**“ hat die diesem Begriff in § 1(3)(a) zugewiesene Bedeutung.

„**Dauerglobalkunde**“ hat die diesem Begriff in § 1(3)(a) zugewiesene Bedeutung.

„**Depotbank**“ hat die diesem Begriff in § 17(4) zugewiesene Bedeutung.

„**Eingehen**“ bezeichnet in Bezug auf eine Finanzverbindlichkeit oder eine sonstige Verbindlichkeit einer Person die Begründung oder Übernahme dieser Finanzverbindlichkeit oder dieser sonstigen Verbindlichkeit oder die Abgabe einer Garantie oder Bürgschaft oder anderweitige Übernahme der Haftung für diese Finanzverbindlichkeit oder diese sonstige Verbindlichkeit; das „**Eingehen**“ bzw. „**eingegangen**“ sind entsprechend auszulegen.

„**Emittentin**“ hat die diesem Begriff in § 1(1) zugewiesene Bedeutung.

[„**Emittenten Wahl-Rückzahlungsbetrag**“ hat die diesem Begriff in § 6[(4)] zugewiesene Bedeutung.]

[„**Ereignis-Wahl Rückzahlungsbetrag**“ hat die diesem Begriff in § 6[(7)] zugewiesene Bedeutung.]

[„**Ereignis-Wahl Rückzahlungstag**“ hat die diesem Begriff in § 6[(7)] zugewiesene Bedeutung.]

„**Reporting Date**“ means [●] of each year.

„**Secured Financial Indebtedness**“ means that portion of the Consolidated Net Financial Indebtedness that is secured by a Lien on properties or other assets of the Issuer or any of its Subsidiaries (each as determined in accordance with IFRS).

„**Total Assets**“ means the value of the consolidated total assets of the Issuer and the Subsidiaries, as such amount appears, or would appear, on a consolidated balance sheet of the Issuer prepared in accordance with IFRS, *provided that* “Total Assets” shall include the proceeds of the Financial Indebtedness to be incurred.

[“**Screen Page**” has the meaning assigned to such term in § 6[(5)].]

[“**CBF**” has the meaning assigned to such term in § 1(4).]

[“**CBL**” has the meaning assigned to such term in § 1(4).]

[“**CGN**” has the meaning assigned to such term in § 1(4).]

„**Clearing System**“ has the meaning assigned to such term in § 1(4).

„**Code**“ has the meaning assigned to such term in § 5(7).

„**Common Safekeeper**“ has the meaning assigned to such term in § 1(3)(a).

„**Permanent Global Note**“ has the meaning assigned to such term in § 1(3)(a).

„**Custodian**“ has the meaning assigned to such term in § 17(4).

„**Incur**“ means, with respect to any Financial Indebtedness or other obligation of any Person, to create, assume, guarantee or otherwise become liable in respect of such Financial Indebtedness or other obligation, and “**incurrence**” and “**incurred**” have the meanings correlative to the foregoing.

„**Issuer**“ has the meaning assigned to such term in § 1(1).

[“**Issuer Call Redemption Date**” has the meaning assigned to such term in § 6[(4)].]

[“**Trigger Call Redemption Amount**” has the meaning assigned to such term in § 6[(7)].]

[“**Trigger Call Redemption Date**” has the meaning assigned to such term in § 6[(7)].]

[„Euroclear“ hat die diesem Begriff in § 1(4) zugewiesene Bedeutung.]

[“Euroclear” has the meaning assigned to such term in § 1(4).]

„Fälligkeitstag“ hat die diesem Begriff in § 6(1) zugewiesene Bedeutung.

“Maturity Date” has the meaning assigned to such term in § 6(1).

„Festgelegte Stückelung“ hat die diesem Begriff in § 1(1) zugewiesene Bedeutung.

“Specified Denomination” has the meaning assigned to such term in § 1(1).

„Feststellungstermin“ hat die diesem Begriff in § 4(3) zugewiesene Bedeutung.

“Determination Date” has the meaning assigned to such term in § 4(3).

„Feststellungsperiode“ hat die diesem Begriff in § 4(4) zugewiesene Bedeutung.

“Determination Period” has the meaning assigned to such term in § 4(4).

„Finanzverbindlichkeiten“ bezeichnet (unter Ausschluss einer Doppelberücksichtigung) alle Verbindlichkeiten (ausgenommen solche gegenüber anderen Mitgliedern der Gruppe) aus:

“Financial Indebtedness” means (without duplication) any indebtedness (excluding any indebtedness owed to another member of the Group) for or in respect of:

- (i) aufgenommenen Geldern;
- (ii) allen im Rahmen von Akzeptkrediten oder eines dematerialisierten Äquivalents aufgenommenen Beträge;
- (iii) allen im Rahmen von Fazilitäten zum Kauf kurzfristiger Schuldtitel oder im Rahmen der Begebung von Anleihen, Schuldverschreibungen, Commercial Paper oder vergleichbaren Instrumenten aufgenommenen Beträgen;
- (iv) veräußerten oder diskontierten Forderungen (außer bei einem Forderungsverkauf ohne Rückgriffsrecht);
- (v) der Aufnahme von Beträgen im Rahmen anderer Rechtsgeschäfte (einschließlich Termingeschäften), die die wirtschaftliche Wirkung einer Kreditaufnahme haben, ausgenommen jedoch Bankgarantie-Fazilitäten, die der Emittentin oder einer Tochtergesellschaft von Finanzinstituten gewährt werden oder gewährt werden sollen und in deren Rahmen die Emittentin bzw. die jeweilige Tochtergesellschaft die Ausstellung einer oder mehrerer Bankgarantien zugunsten einer Person verlangen kann, die sich zum Erwerb von Immobilienvermögen von der Emittentin oder einer Tochtergesellschaft verpflichtet hat;
- (vi) einem Aufwendungsersatzanspruch in Bezug auf eine Bürgschaft, eine Freistellungsverpflichtung, eine Garantie, ein Standby- oder Dokumentenakkreditiv oder ein anderes von einer Bank oder einem Finanzinstitut ausgestelltes Instrument; und
- (vii) Verbindlichkeiten aus einer Garantie, Bürgschaft oder Freistellungsverpflichtung in Bezug auf Verbindlichkeiten der in den vorstehenden Absätzen (i) bis (vi) genannten Art,

- (i) money borrowed;
- (ii) any amount raised by acceptance under any acceptance credit facility or a dematerialized equivalent;
- (iii) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, commercial papers or any similar instrument;
- (iv) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (v) any amounts raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, but excluding bank guarantee facilities made or to be made available by financial institutions to the Issuer or a Subsidiary under which the Issuer or the respective Subsidiary may request the issue of a bank guarantee or bank guarantees in favor of a person who agrees to purchase a Real Estate Property owned by the Issuer or a Subsidiary;
- (vi) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (vii) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (vi) above,

jeweils nur falls und soweit der jeweilige Betrag oder die jeweilige Verpflichtung nach IFRS als „ <i>Verbindlichkeit</i> “ erfasst wird.	in each such case only if and to the extent the relevant amount or obligation is recorded as “ <i>indebtedness</i> ” in accordance with IFRS.
„ <b>Garantie</b> “ hat die diesem Begriff in § 12(1)(e) zugewiesene Bedeutung.	“ <b>Guarantee</b> ” has the meaning assigned to such term in § 12(1)(e).
„ <b>Garantin</b> “ hat die diesem Begriff in § 12(1)(e) zugewiesene Bedeutung.	“ <b>Guarantor</b> ” has the meaning assigned to such term in § 12(1)(e).
„ <b>Gemeinsamer Vertreter</b> “ hat die diesem Begriff in § 14(7) zugewiesene Bedeutung.	“ <b>Holders’ Representative</b> ” has the meaning assigned to such term in § 14(7).
„ <b>Geschäftstag</b> “ hat die diesem Begriff in § 5(4) zugewiesene Bedeutung.	“ <b>Business Day</b> ” has the meaning assigned to such term in § 5(4).
„ <b>Gläubiger</b> “ hat die diesem Begriff in § 1(5) zugewiesene Bedeutung.	“ <b>Holder</b> ” has the meaning assigned to such term in § 1(5).
[„ <b>Gläubiger-Ausübungserklärung</b> “ hat die diesem Begriff in § 6(8)(c) zugewiesene Bedeutung.]	[“ <b>Put Notice</b> ” has the meaning assigned to such term in § 6(8)(c).]
[„ <b>Gläubiger-Rückzahlungswahlrecht</b> “ hat die diesem Begriff in § 6(8)(a) zugewiesene Bedeutung.]	[“ <b>Put Option</b> ” has the meaning assigned to such term in § 6(8)(a).]
[„ <b>Gläubigerwahl-Rückzahlungs-Ausübungserklärung</b> “ hat die diesem Begriff in § 6(9)(b) zugewiesene Bedeutung.]	[“ <b>Put Redemption Notice</b> ” has the meaning assigned to such term in § 6(9)(b).]
„ <b>Globalurkunden</b> “ hat die diesem Begriff in § 1(3)(a) zugewiesene Bedeutung.	“ <b>Global Notes</b> ” has the meaning assigned to such term in § 1(3)(a).
„ <b>Gruppe</b> “ bezeichnet die Emittentin und ihre Tochtergesellschaften.	“ <b>Group</b> ” means the Issuer together with its Subsidiaries.
„ <b>ICSDs</b> “ hat die diesem Begriff in § 1(4) zugewiesene Bedeutung.	“ <b>ICSDs</b> ” has the meaning assigned to such term in § 1(4).
„ <b>IFRS</b> “ bezeichnet die International Financial Reporting Standards des International Accounting Standard Board in der jeweils geltenden Fassung.	“ <b>IFRS</b> ” means the International Financial Reporting Standards as published by the International Accounting Standards Board, as in effect from time to time.
„ <b>Immobilienvermögen</b> “ bezeichnet (unter Ausschluss einer Doppelberücksichtigung) das im Konzernabschluss der Emittentin in den Bilanzpositionen „ <i>Anlageimmobilien</i> “, „ <i>zu Handelszwecken gehaltene Immobilien</i> “ „ <i>Anzahlungen für Anlageimmobilien</i> “ und „ <i>Anzahlungen bezüglich der für Handelszwecke gehaltenen Immobilien</i> “ zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, angesetzte oder nach IFRS seit dem unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, anzusetzende Immobilienvermögen der Emittentin und der Tochtergesellschaften.	“ <b>Real Estate Property</b> ” means (without duplication) the real estate property of the Issuer and the Subsidiaries that is recognized as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published, or is required to be recognized in accordance with IFRS since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published, in the balance sheet items “ <i>investment properties</i> ”, “ <i>trading properties</i> ”, “ <i>advances in respect of investment properties</i> ” and “ <i>advances in respect of trading properties</i> ” of the Consolidated Financial Statements of the Issuer.
„ <b>Kapitalmarktverbindlichkeit</b> “ bezeichnet jede gegenwärtige oder künftige Verpflichtung zur Rückzahlung aufgenommener Geldbeträge (einschließlich Verbindlichkeiten aus Garantien oder sonstigen Haftungsvereinbarungen für solche Verbindlichkeiten Dritter), die verbrieft ist in Form von Anleihen, Schuldverschreibungen oder sonstigen Wertpapieren, die an einer Börse, einem außerbörslichen Markt oder an einem anderen anerkannten Wertpapiermarkt notiert, zugelassen oder gehandelt werden können (zur Klarstellung: Namensschuldverschreibungen und Schuld-	“ <b>Capital Market Indebtedness</b> ” means any present or future obligation for the payment of borrowed money (including obligations by reason of any guarantee or other liability agreement for such obligations of third parties) which is in the form of, or represented by, bonds, notes or other securities which are capable of being quoted, listed, dealt in or traded on a stock exchange, over-the-counter market or other recognized securities market (for the avoidance of doubt: <i>Namensschuldverschreibungen</i> /registered bonds and <i>Schuldschein</i> loans/promissory notes

scheindarlehen sind keine Kapitalmarktverbindlichkeit).

[„**Kontrolle**“ hat die diesem Begriff in § 6[(8)](a)(ii) zugewiesene Bedeutung.]

„**Konsolidierte Nettofinanzverbindlichkeiten**“ bezeichnet die Nettofinanzverbindlichkeiten der Emittentin und ihrer Tochtergesellschaften auf konsolidierter Basis, die nach IFRS als „Darlehen und Ausleihungen“ und „Sonstige Finanzverbindlichkeiten“ abzüglich „Zahlungsmittel und Zahlungsmitteläquivalente“ ermittelt werden (jeweils wie im Konzernabschluss der Emittentin ausgewiesen).

„**Konsolidiertes EBITDA gesamt**“ bezeichnet den unter der Überschrift „*EBITDA aus Vermietung*“ angegebenen Zahlenwert zuzüglich des „*Nettogewinn aus Privatisierungsgeschäften*“, bereinigt um die Projektkosten mit Einmalcharakter und anderen außerordentlichen sowie periodenfremden Aufwendungen und Erträgen (jeweils vorbehaltlich der Bestimmungen in diesen Anleihebedingungen).

[„**Kontrollwechsel**“ hat die diesem Begriff in § 6[(8)](a) zugewiesene Bedeutung.]

„**Konzernabschluss**“ bezeichnet in Bezug auf eine Person den nach IFRS erstellten Konzernabschluss mit Anhang und Lagebericht für diese Person und ihre Tochterunternehmen sowie Konzernzwischenabschlüsse und Quartalsmitteilungen (zum relevanten Zeitpunkt).

„**Kündigungserklärung**“ hat die diesem Begriff in § 10(2) zugewiesene Bedeutung.

„**Kündigungsgrund**“ hat die diesem Begriff in § 10(1) zugewiesene Bedeutung.

„**Nachfolgeschuldnerin**“ hat die diesem Begriff in § 12(1) zugewiesene Bedeutung.

„**Neue Finanzverbindlichkeiten**“ bezeichnet den Betrag der eingegangenen Finanzverbindlichkeiten abzüglich (i) des Betrags der zurückgezahlten Finanzverbindlichkeiten und (ii) „Zahlungsmittel und Zahlungsmitteläquivalente“ (jeweils nach IFRS ermittelt).

„**Neue Besicherte Finanzverbindlichkeiten**“ bezeichnet den Betrag der eingegangenen Besicherten Finanzverbindlichkeiten abzüglich des Betrags der zurückgezahlten Besicherten Finanzverbindlichkeiten (jeweils nach IFRS ermittelt).

[„**NGN**“ hat die diesem Begriff in § 1(4) zugewiesene Bedeutung.]

„**Person**“ bezeichnet natürliche Personen, Körperschaften, Personengesellschaften, Joint Ventures, Vereinigungen, Aktiengesellschaften, Trusts, nicht rechtsfähige Vereinigungen, Gesellschaften mit beschränkter Haftung, staatliche Stellen (oder Behörden oder Gebietskörperschaften) oder sonstige Rechtsträger.

shall be no Capital Market Indebtedness).

[“**Control**” has the meaning assigned to such term in § 6[(8)](a)(ii).]

“**Consolidated Net Financial Indebtedness**” means the net financial indebtedness of the Issuer and any of its Subsidiaries, on a consolidated basis determined in accordance with IFRS as “*loans and borrowings*” and “*other financial liabilities*” less “*cash and cash equivalents*” (each shown in the Consolidated Financial Statements of the Issuer).

“**Consolidated EBITDA total**” means the number set out in the item “*EBITDA from rental activities*” together with “*net profit from privatizations*”, adjusted for nonrecurring project costs and other extraordinary and prior-period expenses and income (in each case subject to the determination specified in these Terms and Conditions).

[“**Change of Control**” has the meaning assigned to such term in § 6[(8)](a).]

“**Consolidated Financial Statements**” means, with respect to any Person, the consolidated financial statements and notes to those financial statements and the group management report of that Person and its subsidiaries prepared in accordance with IFRS as well as interim consolidated financial statements and quarterly statements (as of the relevant date).

“**Termination Notice**” has the meaning assigned to such term in § 10(2).

“**Event of Default**” has the meaning assigned to such term in § 10(1).

“**Substitute Debtor**” has the meaning assigned to such term in § 12(1).

“**New Financial Indebtedness**” means the amount of Financial Indebtedness incurred minus (i) the amount of Financial Indebtedness repaid and (ii) “*cash and cash equivalents*” (each as determined in accordance with IFRS).

“**New Secured Financial Indebtedness**” means the amount of Secured Financial Indebtedness incurred minus the amount of Secured Financial Indebtedness repaid (each as determined in accordance with IFRS).

[“**NGN**” has the meaning assigned to such term in § 1(4).]

“**Person**” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, limited liability company or government (or any agency or political subdivision thereof) or any other entity.

„**Projekt-Kapitalmarktverbindlichkeit**“ bezeichnet jede Kapitalmarktverbindlichkeit aus oder im Zusammenhang mit einer Projektfinanzierung, die nur von der jeweiligen Projektfinanzierungsgesellschaft oder deren Tochtergesellschaften geschuldet werden und bei denen die Rückgriffsrechte der Gläubiger der betreffenden Kapitalmarktverbindlichkeit auf die jeweilige Projektgesellschaft sowie die von dieser gehaltenen Vermögenswerte und/oder die daraus erzielten Erträge beschränkt sind.

„**Qualifizierte Mehrheit**“ hat die diesem Begriff in § 14(2) zugewiesene Bedeutung.

[„**Rückzahlungs-Berechnungstag**“ hat die diesem Begriff in § 6[(5)] zugewiesene Bedeutung.]

[„**Rückzahlungsereignis-Mitteilung**“ hat die diesem Begriff in § 6[(8)](b) zugewiesene Bedeutung.]

„**Rückzahlungsbetrag**“ hat die diesem Begriff in § 6(1) zugewiesene Bedeutung.

„**Schuldverschreibungen**“ hat die diesem Begriff in § 1(1) zugewiesene Bedeutung.

„**SchVG**“ hat die diesem Begriff in § 14(1) zugewiesene Bedeutung.

„**Sicherungsrecht**“ bezeichnet (unter Ausschluss einer Doppelberücksichtigung) Sicherungsrechte, Grundpfandrechte, Sicherung-Treuhandverträge, Sicherungsurkunden, Verpfändungsverträge, Sicherungsabtretungen, Sicherungsübereignungen, Hinterlegungsvereinbarungen oder sonstige Sicherungsabreden, ausgenommen Rechte zur Aufrechnung, jedoch u. a. einschließlich bedingte Kaufverträge oder Vereinbarungen unter Eigentumsvorbehalt, Finanzierungsleasingverträge, die wirtschaftlich im Wesentlichen den vorgenannten Vereinbarungen gleichkommen, sowie sonstige Vereinbarungen, die ein dingliches Sicherungsrecht gewähren oder übertragen und zwar einer Person, die nicht Mitglied der Gruppe ist, jeweils zur Besicherung ausstehender Finanzverbindlichkeiten, jedoch keine

- (i) in Abteilung 2 eines deutschen Grundbuchs eingetragenen Belastungen;
- (ii) Sicherungsrechte, die im Zusammenhang mit der Veräußerung eines Vermögenswerts im Rahmen der gewöhnlichen Geschäftstätigkeit entstehen, u.a. Sicherungsrechte an Vermögenswerten, die Gegenstand eines Kaufvertrags sind, zur Finanzierung des Kaufpreises;
- (iii) Sicherungsrechte, für die dem maßgeblichen Mitglied der Gruppe eine unbedingte Löschungsbewilligung übermittelt wurde;
- (iv) Sicherungsrechte, die kraft Gesetzes (oder kraft einer Vereinbarung mit derselben Wirkung) oder im Rahmen der gewöhnlichen Geschäftstätigkeit entstehen;

“**Project Capital Market Indebtedness**” means any Capital Market Indebtedness incurred in respect of project financings which are solely owed by the relevant project finance vehicles or its subsidiaries and where the recourse of the holders of such Capital Market Indebtedness is limited solely to the relevant project finance vehicle and its assets and/or any income generated therefrom.

“**Qualified Majority**” has the meaning assigned to such term in § 14(2).

[“**Redemption Calculation Date**” has the meaning assigned to such term in § 6[(5)].]

[“**Put Event Notice**” has the meaning assigned to such term in § 6[(8)](b).]

“**Final Redemption Amount**” has the meaning assigned to such term in § 6(1).

“**Notes**” has the meaning assigned to such term in § 1(1).

“**SchVG**” has the meaning assigned to such term in § 14(1).

“**Lien**” means (without duplication) any lien, mortgage, trust deed, deed of trust, deed, pledge, security interest, assignment for collateral purposes, deposit arrangement, or other security agreement, excluding any right of setoff but including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and any other like agreement granting or conveying a security interest in rem to a Person that is not a member of the Group, in each case to secure outstanding Financial Indebtedness, but in each case excluding

- (i) any encumbrance registered in department 2 of the German land register;
- (ii) any lien arising in connection with a disposal of an asset in the ordinary course of business including, without limitation, any lien created in assets subject to a sale agreement for the purposes of financing the purchase price;
- (iii) any lien in respect of which an unconditional deletion consent has been delivered to the relevant member of the Group;
- (iv) any lien arising by operation of law (or by agreement having the same effect) or in the ordinary course of business;

- |       |                                                                                                                                                     |       |                                                                                                                            |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------------------------------------------------------------------------------------------------------------------------|
| (v)   | Barsicherheiten, die im Zusammenhang mit Währungs- und Zinsabsicherungsgeschäften gestellt werden;                                                  | (v)   | any cash collateral posted in connection with cross-currency and interest rate hedging transactions;                       |
| (vi)  | Sicherungsrechte an Bankkonten nach Maßgabe von Finanzierungsvereinbarungen oder allgemeinen Geschäftsbedingungen des Anbieters von Bankkonten; und | (vi)  | any lien on bank accounts under financing agreements or general terms and conditions of any provider of bank accounts; and |
| (vii) | Sicherungsrechte für Finanzverbindlichkeiten, die am Begebungstag ausstehen.                                                                        | (vii) | any lien securing Financial Indebtedness outstanding on the Issue Date.                                                    |

„**Steuerjurisdiktion**“ hat die diesem Begriff in § 8(1) zugewiesene Bedeutung.

“**Taxing Jurisdiction**” has the meaning assigned to such term in § 8(1).

„**Tochtergesellschaft**“ bezeichnet jede Gesellschaft, Personengesellschaft und jedes sonstige Unternehmen, oder jede andere Person an der bzw. dem die Emittentin direkt oder indirekt insgesamt mehr als 50 % des Kapitals oder der Stimmrechte hält.

“**Subsidiary**” means any corporation, partnership or other enterprise in which the Issuer directly or indirectly holds in aggregate more than 50% of the capital or the voting rights.

[„**Transaktion**“ hat die diesem Begriff in § 6[(7)] zugewiesene Bedeutung.]

[“**Transaction**” has the meaning assigned to such term in § 6[(7)].]

[„**Transaktionskündigungsfrist**“ hat die diesem Begriff in § 6[(7)] zugewiesene Bedeutung.]

[“**Transaction Notice Period**” has the meaning assigned to such term in § 6[(7)].]

[„**Transaktions-Mitteilung**“ hat die diesem Begriff in § 6[(7)] zugewiesene Bedeutung.]

[“**Transaction Trigger Notice**” has the meaning assigned to such term in § 6[(7)].]

[„**Unabhängiger Sachverständiger**“ hat die diesem Begriff in § 6[(5)] zugewiesene Bedeutung.]

[“**Independent Financial Adviser**” has the meaning assigned to such term in § 6[(5)].]

„**Verbriefte Kapitalmarktverbindlichkeit**“ bezeichnet jede Kapitalmarktverbindlichkeit aus oder im Zusammenhang mit einer Verbriefung oder vergleichbaren Finanzierungsvereinbarung in Bezug auf Vermögenswerte der Emittentin oder ihrer Tochtergesellschaften, bei der die Rückgriffsrechte der Gläubiger der betreffenden Kapitalmarktverbindlichkeit auf die Emittentin ausschließlich auf die betreffenden Vermögenswerte oder die daraus erzielten Erträge beschränkt sind.

“**Securitized Capital Market Indebtedness**” means any Capital Market Indebtedness incurred in respect of or in connection with any securitization or similar financing arrangement relating to assets owned by the Issuer or its Subsidiaries and where the recourse of the holders of such Capital Market Indebtedness against the Issuer is limited solely to such assets or any income generated therefrom.

„**Vereinigte Staaten**“ hat die diesem Begriff in § 1(7) zugewiesene Bedeutung.

“**United States**” has the meaning assigned to such term in § 1(7).

„**Verschuldungsgrad (LTV)**“ hat die diesem Begriff in § 11(1)(a) zugewiesene Bedeutung.

“**Loan-to-Value Ratio**” has the meaning assigned to such term in § 11(1)(a).

„**Verschuldungsgrad (LTV) Besichertes Vermögen**“ hat die diesem Begriff in § 11(1)(b) zugewiesene Bedeutung.

“**Secured Loan-to-Value Ratio**” has the meaning assigned to such term in § 11(1)(b).

„**Verzinsungsbeginn**“ hat die diesem Begriff in § 4(1) zugewiesene Bedeutung.

“**Interest Commencement Date**” has the meaning assigned to such term in § 4(1).

„**Vorläufige Globalurkunde**“ hat die diesem Begriff in § 1(3)(a) zugewiesene Bedeutung.

“**Temporary Global Note**” has the meaning assigned to such term in § 1(3)(a).

[„**Wahl-Rückzahlungsbetrag (Call)**“ hat die diesem Begriff in § 6[(5)] zugewiesene Bedeutung.]

[“**Call Redemption Amount**” has the meaning assigned to such term in § 6[(5)].]

[„**Wahl-Rückzahlungstag (Call)**“ hat die diesem Begriff in § 6[(5)] zugewiesene Bedeutung.]

[“**Call Redemption Date**” has the meaning assigned to such term in § 6[(5)].]

[„**Wahl-Rückzahlungsbetrag (Put)**“ hat die diesem Begriff in § 6[(8)](a)(ii) zugewiesene Bedeutung.]

[“**Put Redemption Amount**” has the meaning assigned to such term in § 6[(8)](a)(ii).]

[„**Wahl-Rückzahlungstag (Put)**“ hat die diesem Begriff in § 6[(8)] zugewiesene Bedeutung.]

[“**Put Date**” has the meaning assigned to such term in § 6[(8)].]

„**Wesentliche Tochtergesellschaft**“ bezeichnet eine Tochtergesellschaft der Emittentin, die verpflichtet ist, einen geprüften und nicht konsolidierten Jahresabschluss zu erstellen, und deren Bilanzsumme gemäß ihrem geprüften und nicht konsolidierten Jahresabschluss mindestens 3 % der Bilanzsumme ausmacht.

“**Material Subsidiary**” means any Subsidiary of the Issuer that is required to prepare audited non-consolidated annual accounts and whose total assets as shown in its audited non-consolidated annual accounts are at least equal to 3% of the Total Assets.

„**Zahlstelle**“ hat die diesem Begriff in § 7(1) zugewiesene Bedeutung.

“**Paying Agent**” has the meaning assigned to such term in § 7(1).

„**Zahlungswirksames Zinsergebnis**“ bezeichnet alle an Personen, die nicht Mitglied der Gruppe sind, aufgelaufenen, bar zu zahlenden Zinsen und sonstigen Finanzierungskosten abzüglich des Betrags aller durch Mitglieder der Gruppe von Personen, die nicht Mitglied der Gruppe sind, zu erhaltenden und aufgelaufenen Zinsen und sonstigen Finanzierungskosten, jeweils ausgenommen einmalige Finanzierungskosten (u.a. einmalige Entgelte und/oder Vorfälligkeitsentschädigungen).

“**Net Cash Interest**” means all cash interest and other financing charges accrued to persons who are not members of the Group less the amount of any interest and other financing charges accrued to be received by members of the Group from persons who are not members of the Group, in each case, excluding any one-off financing charges (including without limitation, any one-off fees and/or break costs).

„**Zinsberechnungszeitraum**“ hat die diesem Begriff in § 4(4) zugewiesene Bedeutung.

“**Calculation Period**” has the meaning assigned to such term in § 4(4).

„**Zinsdeckungsgrad**“ hat die diesem Begriff in § 11(1)(c) zugewiesene Bedeutung.

“**Interest Coverage Ratio**” has the meaning assigned to such term in § 11(1)(c).

„**Zinstagequotient**“ hat die diesem Begriff in § 4(4) zugewiesene Bedeutung.

“**Day Count Fraction**” has the meaning assigned to such term in § 4(4).

„**Zinszahlungstag**“ hat die diesem Begriff in § 4(1) zugewiesene Bedeutung.

“**Interest Payment Date**” has the meaning assigned to such term in § 4(1).

„**Zusätzliche Beträge**“ hat die diesem Begriff in § 8(2) zugewiesene Bedeutung.

“**Additional Amounts**” has the meaning assigned to such term in § 8(2).

## § 17

### ANWENDBARES RECHT, ERFÜLLUNGORT UND GERICHTSSTAND, GERICHTLICHE GELTENDMACHUNG

- (1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht. Zur Klarstellung: Artikel 470-1 bis 470-19 des luxemburgischen Gesetzes vom 10. August 1915 über Handelsgesellschaften in seiner jeweils geltenden Fassung finden keine Anwendung auf die Schuldverschreibungen.
- (2) *Erfüllungsort.* Erfüllungsort ist Frankfurt am Main, Bundesrepublik Deutschland.
- (3) *Gerichtsstand.* Vorbehaltlich eines zwingenden Gerichtsstandes für besondere Rechtsstreitigkeiten im Zusammenhang mit dem SchVG, ist nicht ausschließlicher Gerichtsstand für sämtliche im Zusammenhang mit den Schuldverschreibungen

## § 17

### GOVERNING LAW, PLACE OF PERFORMANCE AND PLACE OF JURISDICTION; ENFORCEMENT

- (1) *Governing Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law. For the avoidance of doubt, Articles 470-1 to 470-19 of the Luxembourg law of 10 August 1915 on commercial companies, as amended shall not apply to the Notes.
- (2) *Place of Performance.* Place of performance is Frankfurt am Main, Federal Republic of Germany.
- (3) *Place of Jurisdiction.* Subject to any mandatory jurisdiction for specific proceedings under the SchVG, the courts of Frankfurt am Main, Federal Republic of Germany, will have non-exclusive jurisdiction for any actions or other legal

entstehenden Klagen oder sonstigen Verfahren Frankfurt am Main, Bundesrepublik Deutschland.

- (4) *Gerichtliche Geltendmachung.* Jeder Gläubiger ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu sichern und geltend zu machen: (i) einer Bescheinigung der Depotbank, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die zu dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearingsystem eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält, und (ii) einer Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person von dem Clearingsystem oder einer Verwahrstelle des Clearingsystems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet „**Depotbank**“ jede Bank oder ein sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Depotgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearingsystems. Unbeschadet der vorstehenden Bestimmungen ist jeder Gläubiger berechtigt, seine Rechte aus diesen Schuldverschreibungen auch auf jede andere im Land des Verfahrens zulässige Weise geltend zu machen.

#### § 18 SPRACHE

*[Falls die Anleihebedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, gilt folgendes:* Diese Anleihebedingungen sind in deutscher Sprache abgefasst; eine Übersetzung in die englische Sprache ist beigelegt. Nur die deutsche Fassung ist rechtlich bindend. Die englische Übersetzung ist unverbindlich.]

*[Falls die Anleihebedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, gilt folgendes:* Diese Anleihebedingungen sind in englischer Sprache abgefasst. Eine Übersetzung in die deutsche Sprache ist beigelegt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

*[Falls die Anleihebedingungen nur in deutscher Sprache abgefasst sind, gilt folgendes:* Diese Anleihebedingungen sind ausschließlich in deutscher Sprache abgefasst.]

proceedings arising out of or in connection with the Notes.

- (4) *Enforcement.* Any Holder may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note representing the relevant Notes certified as being a true copy of the original Global Note by a duly authorized officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Global Note representing the Notes. For purposes of the foregoing, “**Custodian**” means any bank or other financial institution of recognized standing authorized to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes, including the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way which is admitted in the country of the proceedings.

#### § 18 LANGUAGE

*[If the Conditions shall be in the German language with an English language translation the following applies:* These Terms and Conditions are written in the German language and provided with an English language translation. The German version shall be the only legally binding version. The English translation is for convenience only.]

*[If the Conditions shall be in the English language with a German language translation the following applies:* These Terms and Conditions are written in the English language and provided with German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]



***[If the Conditions shall be in the English language only the following applies:*** These Terms and Conditions are written in the English language only.]

OPTION II – EMISSIONSBEDINGUNGEN FÜR  
VARIABLE VERZINSLICHE  
SCHULDVERSCHREIBUNGEN

ANLEIHEBEDINGUNGEN  
(die „Anleihebedingungen“)

§ 1

WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE  
DEFINITIONEN

- (1) *Währung; Stückelung.* Diese Emission von Schuldverschreibungen (die „Schuldverschreibungen“) der ADLER Group S.A., 1B, Heienhaff, L-1736 Senningerberg, Großherzogtum Luxemburg und eingetragen im Luxemburger Handels- und Geschäftsregister (*Registre de Commerce et des Sociétés, Luxembourg*) unter Nummer B197554 (die „Emittentin“), wird am [Begebungstag] (der „Begebungstag“) in [festgelegte Währung] (die „Festgelegte Währung“) im Gesamtnennbetrag [falls die Globalurkunde eine NGN ist gilt folgendes: (vorbehaltlich § 1(6))] von [Gesamtnennbetrag] (in Worten: [Gesamtnennbetrag in Worten]) in einer Stückelung von [Festgelegte Währung] [Festgelegte Stückelung] (die „Festgelegte Stückelung“) begeben.
- (2) *Form.* Die Schuldverschreibungen lauten auf den Inhaber.
- (3) *Vorläufige Globalurkunde – Austausch gegen Dauerglobalurkunde.*
- (a) Die Schuldverschreibungen werden anfänglich durch eine vorläufige Globalurkunde (die „Vorläufige Globalurkunde“) ohne Zinsscheine verbrieft. Die Vorläufige Globalurkunde wird gegen Schuldverschreibungen in der Festgelegten Stückelung, die durch eine Dauerglobalurkunde (die „Dauerglobalurkunde“ und, zusammen mit der Vorläufigen Globalurkunde, die „Globalurkunden“) ohne Zinsscheine verbrieft sind, ausgetauscht. [Im Fall von Euroclear und CBL und wenn die Globalurkunde eine NGN ist, gilt folgendes: Die Einzelheiten eines solchen Austausches werden in die Register der ICSD (wie nachstehend definiert) eingetragen.] Die Vorläufige Globalurkunde und die Dauerglobalurkunde werden jeweils von einem ordnungsgemäß bevollmächtigten Vertreter der Emittentin unterschrieben und sind jeweils von der Zahlstelle oder in deren Namen mit einer Kontrollunterschrift versehen. Einzelurkunden für die Schuldverschreibungen und

OPTION II – TERMS AND CONDITIONS THAT  
APPLY TO FLOATING RATE NOTES

TERMS AND CONDITIONS  
(the “Terms and Conditions”)

§ 1

CURRENCY, DENOMINATION, FORM CERTAIN  
DEFINITIONS

- (1) *Currency; Denomination.* This issue of notes (the “Notes”) of ADLER Group S.A., 1B, Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B197554 (the “Issuer”), is being issued in [Specified Currency] (the “Specified Currency”) in the aggregate principal amount [In case the Global Note is an NGN the following applies: (subject to § 1(6))] of [aggregate principal amount] (in words: [aggregate principal amount in words]) in a denomination of [Specified Currency] [Specified Denomination] (the “Specified Denomination”) on [Issue Date] (the “Issue Date”).
- (2) *Form.* The Notes are being issued in bearer form.
- (3) *Temporary Global Note - Exchange for Permanent Global Note.*
- (a) The Notes are initially represented by a temporary global note (the “Temporary Global Note”) without coupons. The Temporary Global Note will be exchangeable for Notes in the Specified Denomination represented by a permanent global note (the “Permanent Global Note” and, together with the Temporary Global Note, the “Global Notes”) without coupons. [In the case of Euroclear and CBL and if the Global Note is an NGN the following applies: The details of such exchange shall be entered in the records of the ICSD (as defined below).] The Temporary Global Note and the Permanent Global Note shall each be signed by an authorized representative of the Issuer and shall each be authenticated by or on behalf of the Paying Agent. Definitive certificates representing individual Notes and coupons will not be issued.

Zinsscheine werden nicht ausgegeben.

- (b) Die Vorläufige Globalurkunde wird an einem Tag (der „**Austauschtag**“) gegen die Dauerglobalurkunde ausgetauscht, der nicht mehr als 180 Tage nach dem Begebungstag liegt. Der Austauschtag wird nicht weniger als 40 Tage nach dem Begebungstag liegen. Ein solcher Austausch darf nur nach Vorlage von Bescheinigungen erfolgen, wonach der oder die wirtschaftlichen Eigentümer der Schuldverschreibungen keine U.S.-Personen sind (ausgenommen bestimmte Finanzinstitute oder bestimmte Personen, die Schuldverschreibungen über solche Finanzinstitute halten). Solange die Schuldverschreibungen durch eine Vorläufige Globalurkunde verbrieft sind, werden Zinszahlungen erst nach Vorlage solcher Bescheinigungen vorgenommen. Eine gesonderte Bescheinigung ist für jede solche Zinszahlung erforderlich. Jede Bescheinigung, die am oder nach dem 40. Tag nach dem Begebungstag eingeht, wird als ein Ersuchen behandelt werden, die Vorläufige Globalurkunde gemäß diesem § 1(3)(b) auszutauschen. Schuldverschreibungen, die im Austausch für die Vorläufige Globalurkunde geliefert werden, dürfen nur außerhalb der Vereinigten Staaten (wie in § 1[(7)] definiert) geliefert werden.
- (b) The Temporary Global Note shall be exchanged for the Permanent Global Note on a date (the “**Exchange Date**”) not later than 180 days after the Issue Date. The Exchange Date shall not be earlier than 40 days after the Issue Date. Such exchange shall only be made upon delivery of certifications to the effect that the beneficial owner or owners of the Notes is not a U.S. person (other than certain financial institutions or certain persons holding Notes through such financial institutions). Payment of interest on Notes represented by a Temporary Global Note will be made only after delivery of such certifications. A separate certification shall be required in respect of each such payment of interest. Any such certification received on or after the 40th day after the Issue Date will be treated as a request to exchange the Temporary Global Note pursuant to this § 1(3)(b). Any Notes delivered in exchange for the Temporary Global Note shall be delivered only outside of the United States (as defined in § 1[(7)]).
- (4) *Clearingsystem.* Jede Globalurkunde wird solange von einem oder im Namen eines Clearingsystems verwahrt, bis sämtliche Verbindlichkeiten der Emittentin aus den Schuldverschreibungen erfüllt sind. „**Clearingsystem**“ bezeichnet *[bei mehr als einem Clearingsystem gilt folgendes:* jeweils] folgendes: [Clearstream Banking AG, Frankfurt am Main („**CBF**“)] [Clearstream Banking S.A., Luxemburg („**CBL**“)] [und] [Euroclear Bank SA/NV, Brüssel („**Euroclear**“)] sowie jeder Funktionsnachfolger. *[Im Falle von CBL oder Euroclear als Clearingsystem, gilt folgendes:* „**International Central Securities Depository**“ oder „**ICSD**“ bezeichnet jeweils CBL und Euroclear (zusammen die „**ICSDs**“)].
- (4) *Clearing System.* Each Global Note will be kept in custody by or on behalf of the Clearing System until all obligations of the Issuer under the Notes have been satisfied. “**Clearing System**” means *[in case of more than one Clearing System, the following applies:* each of] the following: [Clearstream Banking AG, Frankfurt am Main (“**CBF**”)] [Clearstream Banking S.A., Luxembourg (“**CBL**”)] [and] [Euroclear Bank SA/NV, Brussels (“**Euroclear**”)] and any successor in such capacity. *[In the case of CBL and Euroclear as Clearing System the following applies:* “**International Central Securities Depository**” or “**ICSD**” means each of CBL and Euroclear (together, the “**ICSDs**”)].
- [Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden und falls die Globalurkunde eine NGN ist gilt folgendes:* Die Schuldverschreibungen werden in Form einer New Global Note („**NGN**“) ausgegeben und von einem Common Safekeeper im Namen beider ICSDs verwahrt.]
- [In the case of Notes kept in custody on behalf of the ICSDs and the Global Note is an NGN, the following applies:* The Notes are issued in new global note (“**NGN**”) form and are kept in custody by a common safekeeper on behalf of both ICSDs.]

*[Im Fall von Schuldverschreibungen, die im Namen der ICSDs verwahrt werden und falls die Globalurkunde eine CGN ist gilt folgendes:* Die Schuldverschreibungen werden in Form einer Classical Global Note („CGN“) ausgegeben und von einer gemeinsamen Verwahrstelle im Namen beider ICSDs verwahrt.]

- (5) *Gläubiger von Schuldverschreibungen.* „Gläubiger“ bezeichnet jeden Inhaber eines Miteigentumsanteils oder anderen vergleichbaren Rechts an den Schuldverschreibungen.

*[Falls die Globalurkunde eine NGN ist, gilt folgendes:*

- (6) *Register der ICSDs.* Der Gesamtnennbetrag der durch die Globalurkunde verbrieften Schuldverschreibungen entspricht dem jeweils in den Registern beider ICSDs eingetragenen Gesamtbetrag. Die Register der ICSDs (unter denen die Register zu verstehen sind, die jeder ICSD für seine Kunden über den Betrag ihres Anteils an den Schuldverschreibungen führt) sind abschließender Nachweis des Gesamtnennbetrags der durch die Globalurkunde verbrieften Schuldverschreibungen, und eine zu diesem Zweck von einem ICSD jeweils ausgestellte Bescheinigung mit dem Gesamtnennbetrag der so verbrieften Schuldverschreibungen ist abschließender Nachweis des Inhalts des Registers des betreffenden ICSD zu dem fraglichen Zeitpunkt.

Bei jeder Rück- oder Zinszahlung auf die durch die Globalurkunde verbrieften Schuldverschreibungen bzw. beim Kauf und der Entwertung der durch die Globalurkunde verbrieften Schuldverschreibungen stellt die Emittentin sicher, dass die Einzelheiten der Rückzahlung, der Zinszahlung oder des Kaufs und der Entwertung bezüglich der Globalurkunde entsprechend in die Unterlagen der ICSDs eingetragen werden, und dass nach dieser Eintragung vom Gesamtnennbetrag der in die Register der ICSDs aufgenommenen und durch die Globalurkunde verbrieften Schuldverschreibungen der Gesamtnennbetrag der zurückgezahlten bzw. gekauften und entwerteten Schuldverschreibungen abgezogen wird.

Sofern nur ein Teil der Schuldverschreibungen, die durch eine Vorläufige Globalurkunde verbrieft sind, ausgetauscht wird, wird die Emittentin sicherstellen, dass die Einzelheiten dieses Austauschs entsprechend in die Register der ICSDs aufgenommen werden.]

- [(7)] *Vereinigte Staaten.* Für die Zwecke dieser Anleihebedingungen bezeichnet „**Vereinigte Staaten**“ die Vereinigten Staaten von Amerika (einschließlich deren Bundesstaaten und des District of Columbia) sowie deren Territorien (einschließlich Puerto Rico, der U.S. Virgin Islands, Guam, American Samoa, Wake Island und den

*[In the case of Notes kept in custody on behalf of the ICSDs and the Global Note is a CGN, the following applies:* The Notes are issued in classical global note (“CGN”) form and are kept in custody by a common depository on behalf of both ICSDs.]

- (5) *Holder of Notes.* “**Holder**” means any holder of a proportionate co-ownership or other beneficial interest or right in the Notes.

*[In the case the Global Note is an NGN, the following applies:*

- (6) *Records of the ICSDs.* The aggregate principal amount of Notes represented by the Global Note shall be the aggregate amount from time to time entered in the records of both ICSDs. The records of the ICSDs (which expression means the records that each ICSD holds for its customers which reflect the amount of such customer’s interest in the Notes) shall be conclusive evidence of the aggregate principal amount of Notes represented by the Global Note and, for these purposes, a statement issued by an ICSD stating the aggregate principal amount of Notes so represented at any time shall be conclusive evidence of the records of the relevant ICSD at that time.

On any redemption or payment of interest being made in respect of, or purchase and cancellation of, any of the Notes represented by the Global Note the Issuer shall procure that details of any redemption, payment of interest or purchase and cancellation (as the case may be) in respect of the Global Note shall be entered accordingly in the records of the ICSDs and, upon any such entry being made, the aggregate principal amount of the Notes recorded in the records of the ICSDs and represented by the Global Note shall be reduced by the aggregate principal amount of the Notes so redeemed or purchased and cancelled.

On an exchange of a portion only of the Notes represented by a Temporary Global Note, the Issuer shall procure that details of such exchange shall be entered accordingly in the records of the ICSDs.]

- [(7)] *United States.* For the purposes of these Terms and Conditions, “**United States**” means the United States of America (including the States thereof and the District of Columbia) and its possessions (including Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, Wake Island and

Northern Mariana Islands).

## § 2 STATUS

Die Schuldverschreibungen begründen unmittelbare, unbedingte, nicht besicherte und nicht nachrangige Verbindlichkeiten der Emittentin, die untereinander und mit allen anderen nicht besicherten und nicht nachrangigen Verbindlichkeiten der Emittentin gleichrangig sind, soweit solchen Verbindlichkeiten nicht durch zwingende gesetzliche Bestimmungen ein Vorrang eingeräumt wird.

## § 3 NEGATIVVERPFLICHTUNG

- (1) *Negativverpflichtung.* Die Emittentin verpflichtet sich, solange Schuldverschreibungen ausstehen, jedoch nur bis zu dem Zeitpunkt, an dem alle Beträge an Kapital und Zinsen der Zahlstelle zur Verfügung gestellt wurden, keine dinglichen Sicherheiten an ihren Vermögenswerten zur Besicherung von Kapitalmarktverbindlichkeiten mit Ausnahme Verbriefter Kapitalmarktverbindlichkeiten und Projekt-Kapitalmarktverbindlichkeiten zu bestellen oder fortbestehen zu lassen, und zu gewährleisten, dass keine ihrer Wesentlichen Tochtergesellschaften die zuvor genannten Sicherheiten bestellt oder fortbestehen lässt, es sei denn, die Verbindlichkeiten der Emittentin aus den Schuldverschreibungen werden, vorbehaltlich Absatz (3), durch die betreffende Sicherheit gleichrangig und anteilig mit der jeweiligen Kapitalmarktverbindlichkeit (oder, sofern es sich dabei um eine nachrangige Verbindlichkeit handelt, im Vergleich dazu vorrangig) besichert.
- (2) *Beschränkung.* Die Verpflichtungserklärungen nach Absatz (1) gelten jedoch nicht für eine Sicherheit, die (i) über Vermögensgegenstände einer Tochtergesellschaft der Emittentin, die erst nach dem Begebungstag zu einer Tochtergesellschaft der Emittentin wurde, gewährt wurde, vorausgesetzt, dass die Sicherheit nicht im Zusammenhang mit dem Erwerb der Tochtergesellschaft begründet wurde, (ii) nach anwendbarem Recht gesetzlich vorgeschrieben ist, (iii) Voraussetzung für die Gewährung staatlicher Genehmigungen ist, (iv) bereits am Begebungstag bestand, (v) durch eine Tochtergesellschaft zur Sicherung von gegenwärtigen oder zukünftigen Ansprüchen dieser Tochtergesellschaft gegen die Emittentin oder eine ihrer Tochtergesellschaften aufgrund der Weiterleitung von Erlösen aus der Emission von Wertpapieren gewährt wurde, soweit diese Sicherheit zur Sicherung von Verpflichtungen dieser Tochtergesellschaft aus diesen Wertpapieren dient, (vi) eine im Zeitpunkt einer Akquisition bestehende Kapitalmarktverbindlichkeit besichert, die infolge der Akquisition eine Verpflichtung der Emittentin wird, (vii) eine Erneuerung, Verlängerung oder Ersetzung einer Sicherheit

Northern Mariana Islands).

## § 2 STATUS

The Notes constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the Issuer, unless such obligations are accorded priority under mandatory provisions of statutory law.

## § 3 NEGATIVE PLEDGE

- (1) *Negative Pledge.* The Issuer undertakes, so long as any Notes are outstanding, but only up to the time all amounts of principal and interest have been placed at the disposal of the Paying Agent, not to create or permit to subsist, and to procure that none of its Material Subsidiaries will create or permit to subsist, any security interest *in rem* (*dingliche Sicherheit*) over its assets to secure any Capital Market Indebtedness other than Securitized Capital Market Indebtedness and Project Capital Market Indebtedness unless, subject to paragraph (3), the Issuer's obligations under the Notes are secured equally and rateably with (or, in case such Capital Market Indebtedness is subordinated debt, senior in priority to) the Capital Market Indebtedness secured by such security interest.
- (2) *Limitation.* The undertakings pursuant to paragraph (1) shall not apply to a security which (i) was granted over assets of a subsidiary of the Issuer that becomes a Subsidiary only after the Issue Date *provided that* the security was not created in anticipation of the acquisition of the Subsidiary, (ii) is mandatory according to applicable laws, (iii) is required as a prerequisite for governmental approvals, (iv) existed on the Issue Date, (v) is granted by a Subsidiary over any existing or future claims of this Subsidiary against the Issuer or any of its Subsidiaries as a result of passing on proceeds from the sale of any issuance of any securities, *provided that* such security serves as security for obligations of this Subsidiary under such securities, (vi) secures Capital Market Indebtedness existing at the time of an acquisition that becomes an obligation of the Issuer as a consequence of such acquisition, (vii) constitutes the renewal, extension or replacement of any security pursuant to the foregoing (i) through (vi) including, but not limited to, any renewal, extension or replacement in connection with the refinancing of any existing Capital Market Indebtedness, or (viii) does not fall within the

gemäß vorstehender Ziffern (i) bis (vi) darstellt, einschließlich, aber nicht beschränkt auf, eine Erneuerung, Verlängerung oder Ersetzung im Zusammenhang mit der Refinanzierung von bestehenden Kapitalmarktverbindlichkeiten, oder (viii) nicht in den Anwendungsbereich von (i) bis (vii) fällt und Kapitalmarktverbindlichkeiten besichert, deren Kapitalbetrag (zusammen mit dem Kapitalbetrag anderer Kapitalmarktverbindlichkeiten, für die dingliche Sicherheiten (gewährt durch die Emittentin oder eine Wesentliche Tochtergesellschaft) bestehen, die nicht in den Anwendungsbereich von (i) bis (vii) fallen) € 200.000.000 (bzw. den Gegenwert in anderen Währungen am Tag der Bestellung dieser Sicherheit) nicht überschreitet.

Eine nach diesem Absatz (2) zu bestellende Sicherheit kann auch zugunsten einer Person, die als Treuhänder der Gläubiger tätig ist, bestellt werden.

- (3) *Bestellung von Sicherheiten.* Entsteht für die Emittentin eine Verpflichtung zur Besicherung der Schuldverschreibungen gemäß diesem § 3 (oder entsteht die Verpflichtung, für deren Besicherung durch eine Wesentliche Tochtergesellschaft Sorge zu tragen), so ist die Emittentin berechtigt, diese Verpflichtung dadurch zu erfüllen, dass sie eine Sicherheit an dem jeweiligen Sicherungsgegenstand zugunsten eines Sicherheitentreuhänders bestellt (bzw. dadurch, dass sie die betreffende Wesentliche Tochtergesellschaft zur Begründung einer solchen Sicherheit veranlasst), und zwar in einer Weise, dass der Sicherheitentreuhänder diesen Sicherungsgegenstand dinglich oder, falls rechtlich nicht möglich, aufgrund schuldrechtlicher Vereinbarung gleichrangig zugunsten der Gläubiger der Schuldverschreibungen und der Gläubiger derjenigen Kapitalmarktverbindlichkeit hält, die aufgrund der Besicherung zur Bestellung dieser Sicherheit an dem betreffenden Sicherungsgegenstand führte.

#### § 4 VERZINSUNG

- (1) *Zinssatz und Zinszahlungstage.* Die Schuldverschreibungen werden bezogen auf ihren Nennbetrag verzinst, und zwar vom [Verzinsungsbeginn] (der „Verzinsungsbeginn“) (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) und danach von jedem Zinszahlungstag (einschließlich) bis zum nächstfolgenden Zinszahlungstag (ausschließlich). Zinsen auf die Schuldverschreibungen sind an jedem Zinszahlungstag zahlbar.
- (2) „Zinszahlungstag“ bezeichnet [im Falle von festgelegten Zinszahlungstagen, gilt folgendes: jeden [festgelegte Zinszahlungstage]] [im Falle von festgelegten Zinsperioden gilt folgendes: (soweit diese Anleihebedingungen keine

scope of application of (i) through (vii) above and which secures Capital Market Indebtedness with a principal amount (when aggregated with the principal amount of other Capital Market Indebtedness which has the benefit of security (granted by the Issuer or any Material Subsidiary) other than any security falling within the scope of application of (i) through (vii) above) not exceeding €200,000,000 (or its equivalent in other currencies as of the date of granting this security interest).

Any security which is to be provided pursuant to this paragraph (2) may also be provided to a person acting as trustee for the Holders.

- (3) *Provision of Security.* Whenever the Issuer becomes obligated to secure (or procure that a Material Subsidiary secures) the Notes pursuant to this § 3, the Issuer shall be entitled to discharge such obligation by providing (or procuring that the relevant Material Subsidiary provides) a security interest in the relevant collateral to a security trustee, such security trustee to hold such collateral and the security interest that gave rise to the creation of such collateral, equally, for the benefit of the Holders and the holders of the Capital Market Indebtedness secured by the security interest that gave rise to the creation of such security interest in such collateral, such equal rank to be created *in rem* or, if impossible to create *in rem*, contractually.

#### § 4 INTEREST

- (1) *Rate of Interest and Interest Payment Dates.* The Notes shall bear interest on their principal amount from (and including) [Interest Commencement Date] (the “Interest Commencement Date”) to (but excluding) the first Interest Payment Date and thereafter from (and including) each Interest Payment Date to but excluding the next following Interest Payment Date. Interest on the Notes shall be payable on each Interest Payment Date.
- (2) “Interest Payment Date” means [in the case of Specified Interest Payment Dates the following applies: each [Specified Interest Payment Dates]] [in the case of Specified Interest Periods, the following applies: each date which (except as

abweichenden Bestimmungen vorsehen) jeweils den Tag, der [Zahl] [Wochen] [Monate] [andere festgelegte Zeiträume] nach dem vorangehenden Zinszahlungstag oder im Fall des ersten Zinszahlungstages, nach dem Verzinsungsbeginn liegt].

- (a) Fällt ein Zinszahlungstag auf einen Tag, der kein Geschäftstag (wie nachstehend definiert) ist, so wird der Zinszahlungstag

**[Im Fall der modifizierten folgender Geschäftstag-Konvention ist Folgendes anwendbar:** auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag verlegt.]

**[Im Fall der FRN-Konvention ist Folgendes anwendbar:** auf den nächstfolgenden Geschäftstag verschoben, es sei denn, jener würde dadurch in den nächsten Kalendermonat fallen; in diesem Fall (i) wird der Zinszahlungstag auf den unmittelbar vorausgehenden Geschäftstag verlegt und (ii) ist jeder nachfolgende Zinszahlungstag der jeweils letzte Geschäftstag des Monats, der [Zahl] Monate nach dem vorausgehenden anwendbaren Zinszahlungstag liegt.]

**[Im Fall der folgender Geschäftstag-Konvention ist Folgendes anwendbar:** auf den nächstfolgenden Geschäftstag verschoben.]

**[Im Fall der vorhergehenden Geschäftstag-Konvention ist Folgendes anwendbar:** der unmittelbar vorhergehenden Geschäftstag.]

- (b) In diesem § 4 bezeichnet „**Geschäftstag**“ einen Tag (außer einem Samstag oder Sonntag), an dem das Clearing System offen ist und

**[Falls die festgelegte Währung nicht EUR ist, ist Folgendes anwendbar:** an dem Geschäftsbanken und Devisenmärkte in [sämtliche relevanten Finanzzentren] Zahlungen abwickeln.]

**[Falls die festgelegte Währung EUR ist, ist Folgendes anwendbar:** an dem alle betroffenen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer Systems 2 („TARGET“) offen sind, um Zahlungen abzuwickeln.]

- (3) **Zinssatz.** Der Zinssatz (der „**Zinssatz**“) für jede Zinsperiode (wie nachfolgend definiert) ist, sofern nachfolgend nichts Abweichendes bestimmt wird, der Referenzsatz (wie nachfolgend definiert) **[im Falle einer Marge gilt folgendes:** [zuzüglich] [abzüglich] der Marge (wie nachfolgend definiert)], wobei alle Festlegungen durch die Berechnungsstelle (wie in § 7 definiert) erfolgen.

otherwise provided in these Terms and Conditions) falls [number] [weeks] [months] [other specified periods] after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date].

- (a) If any Interest Payment Date would otherwise fall on a day which is not a Business Day (as defined below), it shall be:

**[In case of the Modified Following Business Day Convention the following applies:** postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event the payment date shall be the immediately preceding Business Day.]

**[In case of the FRN Convention the following applies:** postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) the Interest Payment Date shall be the immediately preceding Business Day, and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls [number] months after the preceding applicable payment date]

**[In case of the Following Business Day Convention the following applies:** postponed to the next day which is a Business Day.]

**[In case of the Preceding Business Day Convention the following applies:** the immediately preceding Business Day.]

- (b) In this § 4 “**Business Day**” means a day (other than a Saturday or a Sunday) on which the Clearing System is open and

**[In the case the Specified Currency is not EUR the following applies:** on which commercial banks and foreign exchange markets settle payments in [relevant financial centre(s)].

**[In the case Notes denominated in EUR, the following applies:** on which all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer System 2 (“TARGET“) are open to effect payments.]

- (3) **Rate of Interest.** The rate of interest (the “**Rate of Interest**“) for each Interest Period (as defined below) will, except as provided below, be the Reference Rate (as defined below) **[in case of a Margin the following applies:** [plus] [minus] the Margin (as defined below)], all as determined by the Calculation Agent (as defined in § 7).

„Referenzsatz“ für jede Zinsperiode

- (a) entspricht, solange kein Benchmark-Ereignis (wie in § 4[(10)] definiert) eingetreten ist,
- (i) dem Ursprünglichen Benchmarksatz an dem betreffenden Zinsfestsetzungstag; oder
- (ii) falls der Ursprüngliche Benchmarksatz zu dem betreffenden Zeitpunkt an dem betreffenden Zinsfestsetzungstag nicht auf der Bildschirmseite angezeigt wird, aber kein Benchmark-Ereignis eingetreten ist, dem Referenzbankensatz an diesem Zinsfestsetzungstag.

Falls der Referenzbankensatz nicht gemäß der Definition dieses Begriffs festgestellt werden kann, aber kein Benchmark-Ereignis eingetreten ist, ist der „Referenzsatz“ der Ursprüngliche Benchmarksatz auf der Bildschirmseite an dem letzten Tag vor dem Zinsfestsetzungstag, an dem dieser Ursprüngliche Benchmarksatz angezeigt wurde; und

- (b) wird, wenn ein Benchmark-Ereignis eingetreten ist, für jede Zinsperiode, die an oder nach dem Stichtag (wie in § 4[(10)](g) definiert) beginnt, gemäß § 4[(10)] bestimmt.

**[Im Falle einer Marge gilt folgendes:** Die „Marge“ beträgt [Marge] % per annum.]

„Zinsperiode“ bezeichnet jeweils den Zeitraum vom Verzinsungsbeginn (einschließlich) bis zum ersten Zinszahlungstag (ausschließlich) bzw. von jedem Zinszahlungstag (einschließlich) bis zum jeweils darauffolgenden Zinszahlungstag (ausschließlich).

**[Falls der Referenzsatz EURIBOR ist, gilt folgendes:**

„Ursprünglicher Benchmarksatz“ an einem Tag ist die um 11:00 Uhr (Brüsseler Ortszeit) gefixte und auf der Bildschirmseite angezeigte [1 / 3 / 6 / 12]-Monats Euro Interbank Offered Rate (ausgedrückt als Prozentsatz *per annum*) an diesem Tag.

„Referenzbankensatz“ bezeichnet den (als Prozentsatz *per annum* ausgedrückten) Satz für Einlagen in Euro für die betreffende Zinsperiode und über einen Repräsentativen Betrag (auf Grundlage des Actual/360 Zinstagequotienten), den die Referenzbanken (wie nachstehend definiert) gegenüber führenden Banken im Interbankenmarkt der Euro-Zone um ca. 11:00 Uhr (Brüsseler Ortszeit) an dem betreffenden Zinsfestsetzungstag quotieren, und der wie folgt bestimmt

“Reference Rate” for each Interest Period will be,

- (a) as long as no Benchmark Event (as defined in § 4[(10)]) has occurred,
- (i) the Original Benchmark Rate on the relevant Interest Determination Date; or
- (ii) if the Original Benchmark Rate does not appear on the Screen Page as at such time on the relevant Interest Determination Date, but no Benchmark Event has occurred, the Reference Bank Rate on that Interest Determination Date.

If the Reference Bank Rate cannot be determined in accordance with the definition of such term, but no Benchmark Event has occurred, the “Reference Rate” shall be the Original Benchmark Rate on the Screen Page on the last day preceding the Interest Determination Date on which such Original Benchmark Rate was displayed; and

- (b) if a Benchmark Event has occurred, determined in accordance with § 4[(10)] for each Interest Period commencing on or after the Effective Date (as defined in § 4[(10)] (g)).

**[In case of a Margin the following applies:** “Margin” means [Margin] % per annum.]

“Interest Period” means each period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and from (and including) each Interest Payment Date to (but excluding) the following Interest Payment Date.

**[In the case the Reference Rate is EURIBOR, the following applies:**

“Original Benchmark Rate” on any day means the [1 / 3 / 6 / 12]-months Euro Interbank Offered Rate (expressed as a percentage rate *per annum*) fixed at, and appearing on, the Screen Page as of 11.00 a.m. (Brussels time) on such day.

“Reference Bank Rate” means the rate (expressed as a percentage rate *per annum*) at which the Reference Banks (as defined below) offer to prime banks in the Euro-Zone interbank market and in a Representative Amount, assuming an Actual/360 day count basis, deposits in Euro at approximately 11.00 a.m. (Brussels time) on the relevant Interest Determination Date for the relevant Interest Period determined as follows: The Issuer shall request each of the Reference Banks (as defined below)



wird: Die Emittentin wird jede Referenzbank bitten, der Berechnungsstelle ihren Angebotssatz mitzuteilen. Falls zwei oder mehr Referenzbanken der Berechnungsstelle solche Angebotssätze nennen, ist der Referenzsatz für die betreffende Zinsperiode das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste tausendstel Prozent, wobei 0,0005 aufgerundet wird) dieser Angebotssätze, wobei alle Feststellungen durch die Berechnungsstelle erfolgen.

Falls an dem betreffenden Zinsfestsetzungstag nur eine oder keine der Referenzbanken der Berechnungsstelle die im vorstehenden Absatz beschriebenen Angebotssätze nennt, ist der Referenzbankensatz für die betreffende Zinsperiode der Satz *per annum*, den die Berechnungsstelle als das arithmetische Mittel (falls erforderlich, auf- oder abgerundet auf das nächste tausendstel Prozent, wobei 0,0005 aufgerundet wird) der Sätze ermittelt, die von der Emittentin ausgewählte Großbanken im Interbankenmarkt der Euro-Zone um ca. 11:00 Uhr (Brüsseler Ortszeit) der Berechnungsstelle auf Bitte der Emittentin als den jeweiligen Satz nennen, zu dem sie an dem betreffenden Zinsfestsetzungstag Darlehen in Euro für die betreffende Zinsperiode und über einen Repräsentativen Betrag gegenüber führenden europäischen Banken anbieten.

Dabei gilt Folgendes:

„**Bildschirmseite**“ bezeichnet die Reuters Bildschirmseite EURIBOR01 oder eine andere Bildschirmseite von Reuters oder von einem anderen Informationsanbieter als Nachfolger, welche die Reuters Bildschirmseite EURIBOR01 ersetzt.

„**Euro-Zone**“ bezeichnet das Gebiet derjenigen Mitgliedstaaten der Europäischen Union, die gemäß dem Vertrag über die Gründung der Europäischen Gemeinschaft (unterzeichnet in Rom am 25. März 1957), geändert durch den Vertrag über die Europäische Union (unterzeichnet in Maastricht am 7. Februar 1992) und den Amsterdamer Vertrag vom 2. Oktober 1997, in seiner jeweiligen Fassung, eine einheitliche Währung eingeführt haben oder jeweils eingeführt haben werden.

„**Referenzbanken**“ bezeichnet die Hauptniederlassungen von vier von der Emittentin ausgewählten großen Banken im Interbankenmarkt der Euro-Zone.

„**Repräsentativer Betrag**“ bezeichnet einen Betrag, der zu dem betreffenden Zeitpunkt in dem jeweiligen Markt für eine einzelne Transaktion repräsentativ ist.

„**TARGET-Geschäftstag**“ bezeichnet einen Tag, an dem das Trans-European Automated Real-time Gross settlement Express Transfer system 2 (TARGET) betriebsbereit ist.

„**Zinsfestsetzungstag**“ bezeichnet den zweiten TARGET Geschäftstag vor Beginn der jeweiligen Zinsperiode.]

to provide the Calculation Agent with its offered quotation. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Reference Rate for such Interest Period shall be the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of such offered quotations, all as determined by the Calculation Agent.

If on the relevant Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such offered quotations as provided in the preceding paragraph, the Reference Bank Rate for the relevant Interest Period shall be the rate *per annum* which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards) of the rates, as communicated at approximately 11.00 a.m. (Brussels time) at the request of the Issuer to the Calculation Agent by major banks in the Euro-Zone interbank market, selected by the Issuer, at which such banks offer, on the relevant Interest Determination Date, loans in Euro for the relevant Interest Period and in a Representative Amount to leading European banks.

Where:

„**Screen Page**“ means the Reuters screen page EURIBOR01 or such other screen page of Reuters or such other information service which is the successor to the Reuters screen page EURIBOR01.

„**Euro-zone**“ means the region comprised of those member states of the European Union that have adopted, or will have adopted from time to time, the single currency in accordance with the Treaty establishing the European Community (signed in Rome on 25 March 1957), as amended by the Treaty on European Union (signed in Maastricht on 7 February 1992) and the Amsterdam Treaty of 2 October 1997, as further amended from time to time.

„**Reference Banks**“ means the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Issuer.

„**Representative Amount**“ means an amount that is representative for a single transaction in the relevant market at the relevant time.

„**TARGET Business Day**“ means a day on which the Trans-European Automated Real-time Gross settlement Express Transfer system 2 (TARGET) is operating.

„**Interest Determination Date**“ means the second TARGET Business Day prior to the commencement of the relevant Interest Period.]

**[Falls der Referenzsatz EURIBOR ist, ein kurzer oder langer [erster / letzter] Kupon sowie Interpolation anwendbar ist, gilt folgendes:**

Für die [erste][letzte] Zinsperiode legt die Berechnungsstelle den Referenzsatz am Zinsfestsetzungstag in kaufmännisch vernünftiger Weise durch lineare Interpolation zwischen zwei Referenzsätzen fest, von denen der eine Referenzsatz für einen Zeitraum zu bestimmen ist, für den es einen dem Referenzsatz vergleichbaren Referenzsatz gibt und der der Länge der anwendbaren Zinsperiode am nächsten kommt, aber kürzer als diese ist und der andere Referenzsatz für einen Zeitraum zu bestimmen ist, für den es einen dem Referenzsatz vergleichbaren Referenzsatz gibt und der der Länge der anwendbaren Zinsperiode am nächsten kommt, aber länger als diese ist.]

[(4) **Im Falle eines Mindest- und/oder Höchstzinssatz gilt folgendes:** [Mindest-] [und] [Höchst-] Zinssatz.]

**[Im Falle eines Mindestzinssatzes gilt folgendes:** Wenn der gemäß den obigen Bestimmungen für eine Zinsperiode ermittelte Zinssatz niedriger ist als [**Mindestzinssatz**], so ist der Zinssatz für diese Zinsperiode [**Mindestzinssatz**].]

**[Im Falle eines Höchstzinssatzes gilt folgendes:** Wenn der gemäß den obigen Bestimmungen für eine Zinsperiode ermittelte Zinssatz höher ist als [**Höchstzinssatz**], so ist der Zinssatz für diese Zinsperiode [**Höchstzinssatz**].]

[(5) **Zinsbetrag.** Die Berechnungsstelle wird zu oder baldmöglichst nach jedem Zeitpunkt, an dem der Zinssatz zu bestimmen ist, den auf die Schuldverschreibungen fälligen Zinsbetrag bezogen auf jede Festgelegte Stückelung (der „**Zinsbetrag**“) für die entsprechende Zinsperiode berechnen. Der Zinsbetrag wird ermittelt, indem der Zinssatz und der Zinstagequotient (wie nachstehend definiert) auf jede Festgelegten Stückelung angewendet werden, wobei der resultierende Betrag **[falls die Festgelegte Währung Euro ist einfügen:** auf den nächsten 0,01 Euro auf- oder abgerundet wird, wobei 0,005 Euro aufgerundet werden.] **[falls die Festgelegte Währung nicht Euro ist, einfügen:** auf die kleinste Einheit der Festgelegten Währung auf- oder abgerundet wird, wobei 0,5 solcher Einheiten aufgerundet werden.]

**[In the case the Reference Rate is EURIBOR, a short/long [first / last] coupon and interpolation is applicable, the following applies:**

In respect of the [first][last] Interest Period, the Reference Rate shall be determined by the Calculation Agent on the Interest Determination Date in a commercially reasonable manner using the straight-line interpolation by reference to two reference rates, one of which shall be determined for a term for which a reference rate similar to the Reference Rate is available and which is next closest to but shorter than the applicable Interest Period and the other of which shall be determined for a term for which a reference rate similar to the Reference Rate is available and which is next closest to but longer than the applicable Interest Period.]

[(4) **In case of a Minimum and/or Maximum Rate of Interest, the following applies:** [Minimum] [and] [Maximum] Rate of Interest.]

**[In case of a Minimum Rate of Interest, the following applies:** If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is less than [**Minimum Rate of Interest**], the Rate of Interest for such Interest Period shall be [**Minimum Rate of Interest**].]

**[In case of a Maximum Rate of Interest, the following applies:** If the Rate of Interest in respect of any Interest Period determined in accordance with the above provisions is greater than [**Maximum Rate of Interest**], the Rate of Interest for such Interest Period shall be [**Maximum Rate of Interest**].]

[(5) **Interest Amount.** The Calculation Agent will, on or as soon as practicable after each date at which the Rate of Interest is to be determined, calculate the amount of interest (the “**Interest Amount**”) payable on the Notes in respect of each Specified Denomination for the relevant Interest Period. Each Interest Amount shall be calculated by applying the Rate of Interest and the Day Count Fraction (as defined below) to each Specified Denomination and rounding the resulting figure **[if the Specified Currency is Euro insert:** to the nearest 0.01 Euro, 0.005 Euro being rounded upwards.] **[if the Specified Currency is not Euro insert:** to the nearest minimum unit of the Specified Currency, with 0.5 of such unit being rounded upwards.]

- [(6)] *Mitteilung von Zinssatz und Zinsbetrag.* Die Berechnungsstelle wird veranlassen, dass der Zinssatz, der Zinsbetrag für die jeweilige Zinsperiode, die jeweilige Zinsperiode und der relevante Zinszahlungstag der Emittentin und den Gläubigern durch Bekanntmachung gemäß § 15 und jeder Börse, an der die betreffenden Schuldverschreibungen zu diesem Zeitpunkt auf Veranlassung der Emittentin notiert sind und deren Regeln eine Mitteilung an die Börse verlangen, unverzüglich, aber keinesfalls später als zu Beginn der jeweiligen Zinsperiode mitgeteilt werden. Im Fall einer Verlängerung oder Verkürzung der Zinsperiode können der mitgeteilte Zinsbetrag und Zinszahlungstag ohne Vorankündigung nachträglich angepasst (oder andere geeignete Anpassungsregelungen getroffen) werden. Jede solche Anpassung wird umgehend allen maßgeblichen Börsen, an denen die Schuldverschreibungen zu diesem Zeitpunkt auf Veranlassung der Emittentin notiert sind, sowie den Gläubigern gemäß § 15 mitgeteilt.
- [(6)] *Notification of Rate of Interest and Interest Amount.* The Calculation Agent will cause the Rate of Interest, each Interest Amount for each Interest Period, each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and to the Holders by notice in accordance with § 15 and, if required by the rules of any stock exchange on which the Notes are from time to time listed at the initiative of the Issuer, to such stock exchange, without undue delay, but in no event later than the first day of the relevant Interest Period. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to any relevant stock exchange on which the Notes are then listed at the initiative of the Issuer and to the Holders in accordance with § 15.
- [(7)] *Verbindlichkeit der Festsetzungen.* Alle Bescheinigungen, Mitteilungen, Einschätzungen, Festsetzungen, Berechnungen, Quotierungen und Entscheidungen, die von der Berechnungsstelle für die Zwecke dieses § 4 gemacht, abgegeben, getroffen oder eingeholt werden, sind (sofern nicht ein offensichtlicher Irrtum vorliegt) für die Emittentin, die Garantin, die Zahlstellen und die Gläubiger bindend.
- [(7)] *Determinations Binding.* All certificates, communications, options, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this § 4 by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Guarantor, the Paying Agent and the Holders.
- [(8)] *Zahlungsverzug.* Wenn die Emittentin aus irgendeinem Grund die Schuldverschreibungen bei Fälligkeit nicht zurückzahlt, wird der ausstehende Betrag vom Tag der Fälligkeit (einschließlich) bis zum Tag der tatsächlichen Rückzahlung der Schuldverschreibungen (ausschließlich) mit dem gesetzlichen Verzugszins<sup>1</sup> verzinst. Die Geltendmachung eines weitergehenden Schadens im Falle eines Zahlungsverzugs ist nicht ausgeschlossen.
- [(8)] *Late Payment.* If the Issuer for any reason fails to redeem the Notes when due, interest shall continue to accrue on the outstanding amount from (and including) the due date to (but excluding) the date of actual redemption of the Notes at the default rate of interest established by law<sup>2</sup>. Claims for further damages in case of late payment are not excluded.
- [(9)] *Zinstagequotient.* „Zinstagequotient“ bezeichnet in Bezug auf die Berechnung von Zinsbeträgen auf die Schuldverschreibungen für einen beliebigen Zeitraum (der „Zinsberechnungszeitraum“):
- [(9)] *Day Count Fraction.* “Day Count Fraction” means, in respect of the calculation of an amount of interest on any Note for any period of time (the “Calculation Period”):

<sup>1</sup> Der gesetzliche Verzugszinssatz beträgt für das Jahr fünf Prozentpunkte über dem von der Deutschen Bundesbank von Zeit zu Zeit veröffentlichten Basiszinssatz, §§ 288 Absatz 1, 247 Absatz 1 BGB.

<sup>2</sup> The default rate of interest established by statutory law is five percentage points above the basis rate of interest published by Deutsche Bundesbank from time to time, §§ 288 paragraph 1, 247 paragraph 1 of the German Civil Code.

**[Im Falle von Actual/365 oder Actual/Actual (ISDA) gilt folgendes:** die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraumes in ein Schaltjahr fällt, die Summe aus (A) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes, dividiert durch 366, und (B) der tatsächlichen Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraums, dividiert durch 365).]

**[Im Falle von Actual/365 oder Actual/Actual (ISDA) gilt folgendes:** die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum dividiert durch 365 (oder, falls ein Teil dieses Zinsberechnungszeitraumes in ein Schaltjahr fällt, die Summe aus (A) der tatsächlichen Anzahl der in das Schaltjahr fallenden Tage des Zinsberechnungszeitraumes, dividiert durch 366, und (B) der tatsächlichen Anzahl der nicht in das Schaltjahr fallenden Tage des Zinsberechnungszeitraums, dividiert durch 365).]

**[Im Falle von Actual/365 (Fixed) gilt folgendes:** die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 365.]

**[Im Falle von Actual/360 gilt folgendes:** die tatsächliche Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360.]

**[Im Falle von 30/360, 360/360 oder Bond Basis gilt folgendes:** die Anzahl von Tagen im Zinsberechnungszeitraum, dividiert durch 360, wobei die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln ist (es sei denn, (A) der letzte Tag des Zinsberechnungszeitraums fällt auf den 31. Tag eines Monats, während der erste Tag des Zinsberechnungszeitraumes weder auf den 30. noch auf den 31. Tag eines Monats fällt, in welchem Fall der diesen letzten Tag enthaltende Monat nicht als ein auf 30 Tage gekürzter Monat zu behandeln ist, oder (B) der letzte Tag des Zinsberechnungszeitraumes fällt auf den letzten Tag des Monats Februar, in welchem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist).]

**[Im Falle von 30E/360 oder Eurobond Basis gilt folgendes:** die Anzahl der Tage im Zinsberechnungszeitraum, dividiert durch 360 (dabei ist die Anzahl der Tage auf der Grundlage eines Jahres von 360 Tagen mit zwölf Monaten zu je 30 Tagen zu ermitteln, und zwar ohne Berücksichtigung des Datums des ersten oder letzten Tages des Zinsberechnungszeitraumes, es sei denn, dass im Falle einer am Fälligkeitstag endenden Zinsperiode der Fälligkeitstag der letzte Tag des Monats Februar ist, in welchem Fall der Monat Februar nicht als ein auf 30 Tage verlängerter Monat zu behandeln ist).]

**[In case of Actual/365 or Actual/Actual (ISDA) the following applies:** the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365).]

**[In case of Actual/365 or Actual/Actual (ISDA) the following applies:** the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365).]

**[In case of Actual/365 (Fixed) the following applies:** the actual number of days in the Calculation Period divided by 365.]

**[In case of Actual/360 the following applies:** the actual number of days in the Calculation Period divided by 360.]

**[In case of 30/360, 360/360 or Bond Basis the following applies:** the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months (unless (A) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (B) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month).]

**[In the case of 30E/360 or Eurobond Basis the following applies:** the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with twelve 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).]

[(10)] *Benchmark-Ereignis.*

Wenn ein Benchmark-Ereignis in Bezug auf den Ursprünglichen Benchmarksatz eintritt, gilt für die Bestimmung des betreffenden Referenzsatzes und die Verzinsung der Schuldverschreibungen gemäß § 4(3) Folgendes:

- (a) *Unabhängiger Berater.* Die Emittentin wird sich bemühen, sobald dies (nach Ansicht der Emittentin) nach Eintritt des Benchmark-Ereignisses und vor dem nächsten Zinsfestsetzungstag erforderlich ist, einen Unabhängigen Berater zu benennen, der einen Neuen Benchmarksatz (wie in § 4[(10)](f) definiert), die Anpassungsspanne (wie in § 4[(10)](f) definiert) und etwaige Benchmark-Änderungen (gemäß § 4[(10)](d)) festlegt.
- (b) *Ausweichsatz (fallback).* Wenn vor dem 10. Geschäftstag vor dem betreffenden Zinsfestsetzungstag
  - (i) die Emittentin keinen Unabhängigen Berater ernannt hat; oder
  - (ii) der ernannte Unabhängige Berater keinen Neuen Benchmarksatz gemäß diesem § 4[(10)] festgelegt hat,

dann entspricht der Referenzsatz für die nächste Zinsperiode dem an dem letzten zurückliegenden Zinsfestsetzungstag festgestellten Ursprünglichen Benchmarksatz.

Falls der gemäß diesem § 4[(10)](b) bestimmte Ausweichsatz (*fallback*) zur Anwendung kommt, wird § 4[(10)] erneut angewendet, um den Referenzsatz für die nächste nachfolgende (und, sofern notwendig, weitere nachfolgende) Zinsperiode(n) zu bestimmen.

- (c) *Nachfolge-Benchmarksatz oder Alternativ-Benchmarksatz.* Falls der Unabhängige Berater nach billigem Ermessen feststellt,
  - (i) dass es einen Nachfolge-Benchmarksatz gibt, dann ist dieser Nachfolge-Benchmarksatz der Neue Benchmarksatz; oder
  - (ii) dass es keinen Nachfolge-Benchmarksatz aber einen Alternativ-Benchmarksatz gibt, dann ist dieser Alternativ-Benchmarksatz der Neue Benchmarksatz.

In jedem dieser Fälle entspricht der „**Referenzsatz**“ für die unmittelbar nachfolgende Zinsperiode und alle folgenden Zinsperioden dann dem (x) Neuen Benchmarksatz an dem betreffenden Zinsfestsetzungstag zuzüglich (y) der Anpassungsspanne.

[(10)] *Benchmark Event.*

If a Benchmark Event occurs in relation to the Original Benchmark Rate, the relevant Reference Rate and the interest on the Notes in accordance with § 4(3) will be determined as follows:

- (a) *Independent Adviser.* The Issuer shall, as soon as this is (in the Issuer's view) required following the occurrence of the Benchmark Event and prior to the next Interest Determination Date, endeavour to appoint an Independent Adviser, who will determine a New Benchmark Rate (as defined in § 4[(10)](f)), the Adjustment Spread (as defined in § 4[(10)](f)) and any Benchmark Amendments (in accordance with § 4[(10)](d)).
- (b) *Fallback rate.* If, prior to the 10<sup>th</sup> Business Day prior to the relevant Interest Determination Date,
  - (i) the Issuer has not appointed an Independent Adviser; or
  - (ii) the Independent Adviser appointed by it has not determined a New Benchmark Rate in accordance with this § 4[(10)],

the Reference Rate applicable to the next Interest Period shall be the Original Benchmark Rate determined on the last preceding Interest Determination Date.

If the fallback rate determined in accordance with this § 4[(10)](b) is to be applied, § 4[(10)] will be operated again to determine the Reference Rate applicable to the next subsequent (and, if required, further subsequent) Interest Period(s).

- (c) *Successor Benchmark Rate or Alternative Benchmark Rate.* If the Independent Adviser determines in its reasonable discretion that:
  - (i) there is a Successor Benchmark Rate, then such Successor Benchmark Rate shall subsequently be the New Benchmark Rate; or
  - (ii) there is no Successor Benchmark Rate but that there is an Alternative Benchmark Rate, then such Alternative Benchmark Rate shall subsequently be the New Benchmark Rate.

In each such case the “**Reference Rate**” for the immediately following Interest Period and all following Interest Periods will then be (x) the New Benchmark Rate on the relevant Interest Determination Date plus (y) the Adjustment Spread.

- (d) *Benchmark-Änderungen.* Wenn ein Neuer Benchmarksatz und die entsprechende Anpassungsspanne gemäß diesem § 4[(10)] festgelegt werden, und wenn der Unabhängige Berater feststellt, dass Änderungen hinsichtlich dieser Anleihebedingungen notwendig sind, um die ordnungsgemäße Anwendung des Neuen Benchmarksatzes und der entsprechenden Anpassungsspanne zu gewährleisten (diese Änderungen, die „**Benchmark-Änderungen**“), dann wird der Unabhängige Berater die Benchmark-Änderungen feststellen, und die Emittentin wird diese durch eine Mitteilung gemäß § 4[(10)](e) bekanntmachen.

Diese Benchmark-Änderungen können insbesondere folgende Regelungen in diesen Anleihebedingungen erfassen:

- (i) den Referenzsatz einschließlich der „Bildschirmseite“ und/oder die Methode zur Bestimmung des Ausweichsatzes (sog. *fallback*) für den Referenzsatz einschließlich des Referenzbankensatzes; und/oder
  - (ii) die Definitionen der Begriffe „Geschäftstag“, „Geschäftstagekonvention“, „Zinsperiode“, „Zinstagequotient“, „Zinsfestsetzungstag“ und/oder „Zinszahlungstag“ (einschließlich der Festlegung ob der Referenzsatz vorwärts- oder rückwärtsgerichtet bestimmt wird); und/oder
- (e) *Mitteilungen, etc.* Die Emittentin wird einen Neuen Benchmarksatz, die Anpassungsspanne und etwaige Benchmark-Änderungen gemäß diesem § 4[(10)] der Berechnungsstelle, den Zahlstellen und gemäß § 15 den Gläubigern mitteilen, und zwar sobald eine solche Mitteilung (nach Ansicht der Emittentin) nach deren Feststellung erforderlich ist, spätestens jedoch an dem 10. Geschäftstag vor dem betreffenden Zinsfestsetzungstag. Eine solche Mitteilung ist unwiderruflich und hat den Stichtag zu benennen.

Der Neue Benchmarksatz, die Anpassungsspanne und etwaige Benchmark-Änderungen, die jeweils in der Mitteilung benannt werden, sind für die Emittentin die Berechnungsstelle, die Zahlstellen und die Gläubiger bindend. Die Anleihebedingungen gelten ab dem Stichtag als durch den Neuen Benchmarksatz, die Anpassungsspanne und die etwaigen Benchmark-Änderungen geändert.

- (d) *Benchmark Amendments.* If any relevant New Benchmark Rate and the applicable Adjustment Spread are determined in accordance with this § 4[(10)], and if the Independent Adviser determines that amendments to these Terms and Conditions are necessary to ensure the proper operation of such New Benchmark Rate and the applicable Adjustment Spread (such amendments, the “**Benchmark Amendments**”), then the Independent Adviser will determine the Benchmark Amendments and the Issuer will give notice thereof in accordance with § 4[(10)](e).

The Benchmark Amendments may include, without limitation, the following conditions of these Terms and Conditions:

- (i) the Reference Rate including the “Screen Page” and/or the method for determining the fallback rate in relation to the Reference Rate, including the Reference Bank Rate; and/or
  - (ii) the definitions of the terms “Business Day”, “Business Day Convention”, “Interest Period”, “Day Count Fraction”, “Interest Determination Date” and/or “Interest Payment Date” (including the determination whether the Reference Rate will be determined on a forward looking or a backward looking basis); and/or
- (e) *Notices, etc.* The Issuer will notify any New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) determined under this § 4[(10)] the Calculation Agent, the Paying Agents and, in accordance with § 15, the Holders as soon as such notification is (in the Issuer's view) required following the determination thereof, but in any event not later than on the 10<sup>th</sup> Business Day prior to the relevant Interest Determination Date. Such notice shall be irrevocable and shall specify the Effective Date.

The New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any), each as specified in such notice, will be binding on the Issuer the Calculation Agent, the Paying Agents and the Holders. The Terms and Conditions shall be deemed to have been amended by the New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments with effect from the Effective Date.

Am Tag dieser Mitteilung hat die Emittentin der Berechnungsstelle eine durch zwei Unterschriftsberechtigte der Emittentin unterzeichnete Bescheinigung zu übergeben, die

- (i)
  - (A) bestätigt, dass ein Benchmark-Ereignis eingetreten ist;
  - (B) den nach Maßgabe der Bestimmungen dieses § 4[(10)] festgestellten Neuen Benchmarksatz benennt;
  - (C) die entsprechende Anpassungsspanne und etwaige Benchmark-Änderungen benennt, die jeweils nach Maßgabe der Bestimmungen dieses § 4[(10)] festgestellt wurden; und
  - (D) den Stichtag benennt; und
- (ii) bestätigt, dass die etwaigen Benchmark-Änderungen notwendig sind, um die ordnungsgemäße Anwendung des Neuen Benchmarksatzes und der entsprechenden Anpassungsspanne zu gewährleisten.
- (f) *Definitionen.* Zur Verwendung in § 4[(10)]:

Die „Anpassungsspanne“, die positiv, negativ oder gleich Null sein kann, wird in Basispunkten ausgedrückt und bezeichnet entweder (a) die Spanne oder (b) das Ergebnis der Anwendung der Formel oder Methode zur Berechnung der Spanne, die

- (1) im Fall eines Nachfolge-Benchmarksatzes formell im Zusammenhang mit der Ersetzung des Ursprünglichen Benchmarksatzes durch den Nachfolge-Benchmarksatz von dem Nominierungsgremium empfohlen wird; oder
- (2) (sofern keine Empfehlung abgegeben wurde oder im Fall eines Alternativ-Benchmarksatzes) üblicherweise an den internationalen Anleihekapielmärkten auf den Neuen Benchmarksatz angewendet wird, um einen industrieweit akzeptierten Ersatz-Benchmarksatz für den Ursprünglichen Benchmarksatz zu erzeugen, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden; oder
- (3) (sofern der Unabhängige Berater nach billigem Ermessen feststellt, dass keine solche Spanne üblicherweise angewendet wird) als industrieweit akzeptierter Standard für Over-the-Counter Derivate-

On the date of such notice, the Issuer shall deliver to the Calculation Agent a certificate signed by two authorized signatories of the Issuer:

- (i)
  - (A) confirming that a Benchmark Event has occurred;
  - (B) specifying the relevant New Benchmark Rate determined in accordance with the provisions of this § 4[(10)];
  - (C) specifying the applicable Adjustment Spread and the Benchmark Amendments (if any), each determined in accordance with the provisions of this § 4[(10)]; and
  - (D) specifying the Effective Date; and
- (ii) confirming that the Benchmark Amendments, if any, are necessary to ensure the proper operation of such relevant New Benchmark Rate and the applicable Adjustment Spread.
- (f) *Definitions.* As used in this § 4[(10)]:

The “**Adjustment Spread**”, which may be positive, negative or zero, will be expressed in basis points and means either (a) the spread, or (b) the result of the operation of the formula or methodology for calculating the spread, which

- (1) in the case of a Successor Benchmark Rate, is formally recommended in relation to the replacement of the Original Benchmark Rate with the Successor Benchmark Rate by any Relevant Nominating Body; or
- (2) (if no such recommendation has been made, or in the case of an Alternative Benchmark Rate) is customarily applied to the New Benchmark Rate in the international debt capital markets to produce an industry-accepted replacement benchmark rate for the Original Benchmark Rate, provided that all determinations will be made by the Independent Adviser in its reasonable discretion; or
- (3) (if the Independent Adviser in its reasonable discretion determines that no such spread is customarily applied) is recognised or acknowledged as being the industry accepted standard for over-the-

transaktionen, die sich auf den Ursprünglichen Benchmarksatz beziehen, anerkannt und bestätigt ist, wenn der Ursprüngliche Benchmarksatz durch den Neuen Benchmarksatz ersetzt worden ist, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden.

„**Alternativ-Benchmarksatz**“ bezeichnet eine alternative Benchmark oder einen alternativen Bildschirmsatz, die bzw. der üblicherweise an den internationalen Anleihekapitalmärkten zur Bestimmung von variablen Zinssätzen in der Festgelegten Währung angewendet wird, wobei sämtliche Feststellungen durch den Unabhängigen Berater nach billigem Ermessen vorgenommen werden.

„**Benchmark Änderungen**“ hat die Bedeutung wie in § 4[(10)](d) festgelegt.

Ein „**Benchmark Ereignis**“ tritt ein, wenn:

- (1) der Ursprüngliche Benchmarksatz nicht mehr regelmäßig veröffentlicht wird oder nicht mehr erstellt wird; oder
- (2) eine öffentliche Erklärung des Administrators des Ursprünglichen Benchmarksatzes veröffentlicht wird, wonach dieser die Veröffentlichung des Ursprünglichen Benchmarksatzes dauerhaft oder auf unbestimmte Zeit eingestellt hat oder einstellen wird (in Fällen in denen kein Nachfolgeadministrator ernannt worden ist, der die Veröffentlichung des Ursprünglichen Benchmarksatzes vornehmen wird); oder
- (3) eine öffentliche Erklärung der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmarksatzes veröffentlicht wird, wonach der Ursprüngliche Benchmarksatz dauerhaft oder auf unbestimmte Zeit nicht mehr fortgeführt wird oder nicht mehr fortgeführt werden wird; oder
- (4) eine öffentliche Erklärung der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmarksatzes veröffentlicht wird, aufgrund derer der Ursprüngliche Benchmarksatz allgemein oder in Bezug auf die Schuldverschreibungen nicht mehr verwendet werden darf; oder
- (5) die Verwendung des Ursprünglichen Benchmarksatzes zur Berechnung jedweder Zahlungen an Gläubiger für die Zahlstellen, die Berechnungsstelle, die Emittentin oder jeden Dritten rechtswidrig geworden ist; oder
- (6) eine öffentliche Erklärung der Aufsichtsbehörde des Administrators des Ursprünglichen Benchmarksatzes veröffentlicht wird, mit der bekanntgegeben wird, dass der Ursprüngliche Benchmarksatz nicht mehr repräsentativ ist; oder

counter derivative transactions which reference the Original Benchmark Rate, where the Original Benchmark Rate has been replaced by the New Benchmark Rate, provided that all determinations will be made by the Independent Adviser in its reasonable discretion.

“**Alternative Benchmark Rate**” means an alternative benchmark or screen rate which is customarily applied in international debt capital markets transactions for the purpose of determining floating rates of interest in the Specified Currency, provided that all determinations will be made by the Independent Adviser in its reasonable discretion.

“**Benchmark Amendments**” has the meaning given to it in § 4[(10)](d).

A “**Benchmark Event**” occurs if:

- (1) the Original Benchmark Rate ceases to be published on a regular basis or ceases to exist; or
- (2) a public statement by the administrator of the Original Benchmark Rate is made that it has ceased or that it will cease publishing the Original Benchmark Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue the publication of the Original Benchmark Rate); or
- (3) a public statement by the supervisor of the administrator of the Original Benchmark Rate is made that the Original Benchmark Rate has been or will permanently or indefinitely discontinued; or
- (4) a public statement by the supervisor of the administrator of the Original Benchmark Rate is made as a consequence of which the Original Benchmark Rate will be prohibited from being used either generally, or in respect of the Notes; or
- (5) it has become unlawful for any Paying Agent, the Calculation Agent, the Issuer or any other party to calculate any payments due to be made to any Holder using the Original Benchmark Rate; or
- (6) a public statement by the supervisor for the administrator of the Original Benchmark Rate is made announcing that the Original Benchmark Rate is no longer representative; or



- (7) sich die Methode für die Feststellung des Ursprünglichen Benchmarksatzes gegenüber der Methode, die der Administrator des Ursprünglichen Benchmarksatzes bei Verzinsungsbeginn anwendete, wesentlich ändert.

„**Nachfolge-Benchmarksatz**“ bezeichnet einen Nachfolger oder Ersatz des Ursprünglichen Benchmarksatzes, der formell durch das Nominierungsgremium empfohlen wurde.

„**Neuer Benchmarksatz**“ bezeichnet den jeweils gemäß diesem § 4[(10)] bestimmten Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz.

„**Nominierungsgremium**“ bezeichnet in Bezug auf die Ersetzung des Ursprünglichen Benchmarksatzes:

- (1) die Zentralbank für die Währung, in der die Benchmark oder der Bildschirmsatz dargestellt wird oder eine Zentralbank oder andere Aufsichtsbehörde, die für die Aufsicht des Administrators der Benchmark oder des Bildschirmsatzes zuständig ist; oder
- (2) jede Arbeitsgruppe oder jeden Ausschuss gefördert durch, geführt oder mitgeführt von oder gebildet von (a) der Zentralbank für die Währung, in der die Benchmark oder der Bildschirmsatz dargestellt wird, (b) einer Zentralbank oder anderen Aufsichtsbehörde, die für die Aufsicht des Administrators der Benchmark oder des Bildschirmsatzes zuständig ist, (c) einer Gruppe der zuvor genannten Zentralbanken oder anderer Aufsichtsbehörden oder (d) dem Finanzstabilitätsrat (Financial Stability Board) oder Teilen davon.

„**Unabhängiger Berater**“ bezeichnet ein von der Emittentin ernanntes unabhängiges Finanzinstitut mit internationalem Ansehen oder einen anderen unabhängigen Finanzberater mit Erfahrung in internationalen Kapitalmärkten.

- (g) Der Stichtag für die Anwendung des Neuen Benchmarksatzes, der Anpassungsspanne und der etwaigen Benchmark-Änderungen gemäß diesem § 4[(10)] (der „**Stichtag**“) ist der Zinsfestsetzungstag, der auf den frühesten der folgenden Tage fällt oder diesem nachfolgt:
- (i) den Tag des Eintritts des Benchmark-Ereignisses, wenn das Benchmark-Ereignis aufgrund der Absätze (1), (6) oder (7) der Definition des Begriffs „Benchmark-Ereignis“ eingetreten ist; oder
  - (ii) den Tag, an dem die Veröffentlichung des Ursprünglichen Benchmarksatzes eingestellt wird bzw. an dem der Ursprüngliche Benchmarksatz eingestellt wird, wenn das Benchmark-Ereignis aufgrund der Absätze (2), (3) oder (4) der Definition des Begriffs „Benchmark-

- (7) the methodology for the determination of the Original Benchmark Rate is materially altered compared to the methodology as used by the administrator of the Original Benchmark Rate at the Interest Commencement Date.

„**Successor Benchmark Rate**“ means a successor to or replacement of the Original Benchmark Rate which is formally recommended by any Relevant Nominating Body.

„**New Benchmark Rate**“ means the Successor Benchmark Rate or, as the case may be, the Alternative Benchmark Rate determined in accordance with this § 4[(10)].

„**Relevant Nominating Body**“ means, in respect of the replacement of the Original Benchmark Rate:

- (1) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (2) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

„**Independent Adviser**“ means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case appointed by the Issuer.

- (g) The effective date for the application of the New Benchmark Rate, the Adjustment Spread and the Benchmark Amendments (if any) determined under this § 4[(10)] (the „**Effective Date**“) will be the Interest Determination Date falling on or after the earliest of the following dates:
- (i) if the Benchmark Event has occurred as a result of clauses (1), (6) or (7) of the definition of the term “Benchmark Event”, the date of the occurrence of the Benchmark Event; or
  - (ii) if the Benchmark Event has occurred as a result of clauses (2), (3) or (4) of the definition of the term “Benchmark Event”, the date of cessation of publication of the Original Benchmark Rate or of the discontinuation of the Original Benchmark Rate, as the case

- Ereignis“ eingetreten ist; oder
- (iii) den Tag, ab dem der Ursprüngliche Benchmarksatz nicht mehr verwendet werden darf, wenn das Benchmark-Ereignis aufgrund des Absatzes (5) der Definition des Begriffs „Benchmark-Ereignis“ eingetreten ist.
- (h) Wenn ein Benchmark-Ereignis in Bezug auf einen Neuen Benchmarksatz eintritt, gilt dieser § 4[(10)] entsprechend für die Ersetzung des Neuen Benchmarksatzes durch einen neuen Nachfolge-Benchmarksatz bzw. Alternativ-Benchmarksatz. In diesem Fall gilt jede Bezugnahme in diesem § 4[(10)] auf den Begriff Ursprünglicher Benchmarksatz als Bezugnahme auf den zuletzt verwendeten Neuen Benchmarksatz.

### § 5 ZAHLUNGEN

- (1) *Zahlung von Kapital und Zinsen.* Die Zahlung von Kapital und Zinsen auf die Schuldverschreibungen erfolgt, vorbehaltlich Absatz (2), an die Zahlstelle zur Weiterleitung an das Clearingsystem oder dessen Order zur Gutschrift auf den Konten der jeweiligen Kontoinhaber des Clearingsystems. Die Zahlung von Zinsen auf Schuldverschreibungen, die durch die Vorläufige Globalurkunde verbrieft sind, erfolgt nur nach ordnungsgemäßer Bestätigung gemäß § 1(3)(b).
- (2) *Zahlungsweise.* Vorbehaltlich geltender steuerlicher und sonstiger gesetzlicher Regelungen und Vorschriften werden auf die Schuldverschreibungen fällige Zahlungen in der Festgelegten Währung geleistet.
- (3) *Erfüllung.* Die Emittentin wird durch Zahlung an das Clearingsystem oder dessen Order von ihrer Zahlungspflicht befreit.
- (4) *Geschäftstag.* Fällt der Tag der Fälligkeit einer Zahlung in Bezug auf eine Schuldverschreibung auf einen Tag, der kein Geschäftstag ist, so hat der Gläubiger keinen Anspruch auf Zahlung vor dem nächsten Geschäftstag am jeweiligen Ort und ist nicht berechtigt, weitere Zinsen oder sonstige Zahlungen aufgrund dieser Verspätung zu verlangen.

Für diese Zwecke bezeichnet „**Geschäftstag**“

*[Wenn die Festgelegte Währung Euro ist, gilt folgendes:* einen Tag (außer einem Samstag oder Sonntag), an dem (i) das Clearingsystem sowie (ii) alle maßgeblichen Bereiche des Trans-European Automated Real-time Gross Settlement Express Transfer System (TARGET2) betriebsbereit sind, um Zahlungen vorzunehmen.]

may be; or

- (iii) if the Benchmark Event has occurred as a result of clause (5) of the definition of the term “Benchmark Event”, the date from which the prohibition applies.
- (h) If a Benchmark Event occurs in relation to any New Benchmark Rate, § 4[(10)] shall apply mutatis mutandis to the replacement of such New Benchmark Rate by any new Successor Benchmark Rate or Alternative Benchmark Rate, as the case may be. In this case, any reference in this § 4[(10)] to the term Original Benchmark Rate shall be deemed to be a reference to the New Benchmark Rate that last applied.

### § 5 PAYMENTS

- (1) *Payment of Principal and Interest.* Payment of principal and interest in respect of the Notes shall be made, subject to paragraph (2) below, to the Paying Agent for forwarding to the Clearing System or to its order for credit to the accounts of the relevant accountholders of the Clearing System. Payment of interest on Notes represented by a Temporary Global Note shall be made only upon due certification as provided in § 1(3)(b).
- (2) *Manner of Payment.* Subject to applicable fiscal and other laws and regulations, payments of amounts due in respect of the Notes shall be made in the Specified Currency.
- (3) *Discharge.* The Issuer shall be discharged by payment to, or to the order of, the Clearing System.
- (4) *Business Day.* If the date for payment of any amount in respect of any Note is not a Business Day then the Holder shall not be entitled to payment until the next such day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay.

For these purposes, “**Business Day**” means

*[In the case the Specified Currency is Euro the following applies:* a day (other than a Saturday or a Sunday) on which (i) the Clearing System as well as (ii) all relevant parts of the Trans-European Automated Real-time Gross Settlement Express Transfer system (TARGET2) are operational to effect payments.]

**[Wenn die Festgelegte Währung nicht Euro ist, gilt folgendes:** einen Tag (außer einem Samstag oder Sonntag), an dem (i) Geschäftsbanken und Devisenmärkte in **[relevante(s) Finanzzentrum(en)]** und (ii) das Clearingsystem für Geschäfte geöffnet sind bzw. Zahlungen abwickeln.]

**[In the case the Specified Currency is not Euro the following applies:** a day (other than a Saturday or a Sunday) on which (i) commercial banks and foreign exchange markets and (ii) the Clearing System are generally open for business and settle payments in **[relevant financial center(s)]**.]

- (5) *Bezugnahmen auf Kapital und Zinsen.* Bezugnahmen in diesen Anleihebedingungen auf Kapital und Zinsen in Bezug auf die Schuldverschreibungen umfassen, je nach Anwendbarkeit: den Nennbetrag je Schuldverschreibung, den Rückzahlungsbetrag, **[falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen zum Wahl-Rückzahlungsbetrag vorzeitig zurück zu zahlen, gilt folgendes:** den Wahl-Rückzahlungsbetrag.] **[falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen bei Eintritt eines transaktionsbezogenen Ereignisses zum Ereignis Wahl-Rückzahlungsbetrag vorzeitig zurück-zahlen, gilt folgendes:** den Ereignis-Wahl-Rückzahlungsbetrag.] **[falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen zum Emittenten Wahl-Rückzahlungsbetrag vorzeitig zurück zu zahlen, gilt folgendes:** den Emittenten Wahl-Rückzahlungsbetrag.] **[falls der Gläubiger das Wahlrecht hat, die vorzeitige Rückzahlung der Schuldverschreibungen zu einem festgelegten Rückzahlungsbetrag bzw. festgelegten Rückzahlungsbeträgen zu verlangen, gilt folgendes:** den Gläubigerwahl-Rückzahlungsbetrag.] Zusätzliche Beträge und alle Aufschläge oder sonstigen auf die Schuldverschreibungen oder im Zusammenhang damit gegebenenfalls zahlbaren Beträge mit ein. Bezugnahmen in diesen Anleihebedingungen auf Zinsen auf die Schuldverschreibungen schließen, soweit anwendbar, sämtliche gegebenenfalls gemäß § 8 zahlbaren Zusätzlichen Beträge ein
- (6) *Hinterlegung von Kapital und Zinsen.* Die Emittentin ist berechtigt, beim Amtsgericht Frankfurt am Main Kapital- oder Zinsbeträge zu hinterlegen, die von den Gläubigern nicht innerhalb von zwölf Monaten nach dem Fälligkeitstag beansprucht worden sind, auch wenn die Gläubiger sich nicht in Annahmeverzug befinden. Wenn und soweit eine solche Hinterlegung erfolgt und auf das Recht der Rücknahme verzichtet wird, erlöschen die diesbezüglichen Ansprüche der Gläubiger gegen die Emittentin.
- (7) *Zahlungen vorbehaltlich von gesetzlichen Regelungen.* Alle Zahlungen erfolgen unter Vorbehalt (i), unbeschadet der Regelungen in § 8, sämtlichen steuerrechtlichen Regelungen oder anderen Gesetzen und Regelungen, die solche Zahlungen betreffen, und (ii) einer Einbehaltung oder eines Abzugs gemäß Abschnitt 1471(b) des U.S. Internal Revenue Code von 1986 (der „Code“) oder anderer Regelungen gemäß den Abschnitten 1471 bis 1474 des Codes sowie sämtlichen darunter
- (5) *References to Principal and Interest.* References in these Terms and Conditions to principal or interest in respect of the Notes shall be deemed to include, as applicable: the principal amount per Note, the Final Redemption Amount, **[if the Notes are subject to Early Redemption at the Option of the Issuer at the Call Redemption Amount, the following applies:** the Call Redemption Amount,] **[if the Notes are subject to Early Redemption at the Option of the Issuer upon the occurrence of a transaction related event, the following applies:** the Trigger Call Redemption Amount,] **[if the Notes are subject to Early Redemption at the Option of the Issuer at the Issuer Call Redemption Amount, the following applies:** the Issuer Call Redemption Amount,] **[if the Notes are subject to Early Redemption at the Option of the Holder at specified redemption amount(s), the following applies:** the Put Redemption Amount,] Additional Amounts and any other premium and any other amounts which may be payable under or in respect of the Notes. References in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any Additional Amounts which may be payable under § 8.
- (6) *Deposit of Principal and Interest.* The Issuer may deposit with the local court (*Amtsgericht*) in Frankfurt am Main principal or interest not claimed by Holders within twelve months after the Maturity Date, even though such Holders may not be in default of acceptance of payment. If and to the extent that the deposit is effected and the right of withdrawal is waived, the respective claims of such Holders against the Issuer shall cease.
- (7) *Payments Subject to Applicable Law.* Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of § 8 and (ii) any withholding or deduction required pursuant to an agreement described in section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “Code”) or otherwise imposed pursuant to sections 1471 through 1474 of the Code, any regulations or agreements

erlassenen Vorschriften, förmlichen Interpretationen und (unbeschadet der Regelungen in § 8) Umsetzungsakten, die auf zwischenstaatlichen Vereinbarungen beruhen.

## § 6 RÜCKZAHLUNG

- (1) *Rückzahlung bei Endfälligkeit.* Soweit nicht zuvor bereits ganz oder teilweise zurückgezahlt oder angekauft und entwertet, werden die Schuldverschreibungen zu ihrem Rückzahlungsbetrag am [im Fall eines festgelegten Endfälligkeitstages einfügen: [Endfälligkeitstag einfügen]] [im Fall eines Rückzahlungsmonats einfügen: in den [Rückzahlungsmonat einfügen] fallenden Zinszahlungstag] (dem „Fälligkeitstag“) zurückgezahlt. Der „Rückzahlungsbetrag“ einer jeden Schuldverschreibung entspricht dabei ihrem Nennbetrag.
- (2) *Vorzeitige Rückzahlung aus steuerlichen Gründen.* Die Schuldverschreibungen können jederzeit insgesamt, jedoch nicht teilweise, nach Wahl der Emittentin mit einer Kündigungsfrist von mindestens 45 und höchstens 60 Tagen durch Erklärung gemäß § 15 gegenüber den Gläubigern gekündigt und zu ihrem Nennbetrag zuzüglich bis zum für die Rückzahlung festgesetzten Tag (ausschließlich) aufgelaufener Zinsen vorzeitig zurückgezahlt werden, falls die Emittentin als Folge einer Änderung oder Ergänzung der Gesetze oder Vorschriften des Großherzogtums Luxemburg oder der Bundesrepublik Deutschland (oder für den Fall, dass die Emittentin gemäß § 8(3) einer anderen Steuerrechtsordnung unterworfen wird, der Gesetze oder Vorschriften dieser anderen Steuerrechtsordnung), die Steuern oder die Verpflichtung zur Zahlung von Abgaben jeglicher Art betreffen, oder als Folge einer Änderung oder Ergänzung der offiziellen Auslegung oder Anwendung dieser Gesetze und Vorschriften (vorausgesetzt, diese Änderung oder Ergänzung wird am oder nach dem Tag der Begebung der Schuldverschreibungen wirksam) am nächstfolgenden Zinszahlungstag zur Zahlung von Zusätzlichen Beträgen verpflichtet sein wird und diese Verpflichtung nicht durch das Ergreifen der Emittentin zur Verfügung stehender Maßnahmen vermieden werden kann, die nach Auffassung der Emittentin zumutbar sind (wobei jeweils die Interessen der Gläubiger zu berücksichtigen sind).

Eine solche Kündigung darf allerdings nicht (i) früher als 90 Tage vor dem frühestmöglichen Termin erfolgen, an dem die Emittentin verpflichtet wäre, solche Zusätzlichen Beträge zu zahlen, falls eine Zahlung auf die Schuldverschreibungen dann fällig wäre, oder (ii) erfolgen, wenn zu dem Zeitpunkt, zu dem die Kündigung erklärt wird, die Verpflichtung zur Zahlung von Zusätzlichen Beträgen nicht mehr wirksam ist.

thereunder, any official interpretations thereof, or (without prejudice to the provisions of § 8) any law implementing an intergovernmental approach thereto.

## § 6 REDEMPTION

- (1) *Redemption at Maturity.* Unless previously redeemed in whole or in part or purchased and cancelled, the Notes shall be redeemed at their Final Redemption Amount on [in the case of a specified Maturity Date insert: [insert Maturity Date]] [in the case of a Redemption Month insert: the Interest Payment Date falling in [insert Redemption Month]] (the “Maturity Date”). The “Final Redemption Amount” in respect of each Note shall be its principal amount.
- (2) *Early Redemption for Reasons of Taxation.* If as a result of any change in, or amendment to, the laws or regulations of the Grand-Duchy of Luxembourg or the Federal Republic of Germany (or in the event of the Issuer becoming subject to another tax jurisdiction pursuant to § 8(3), the laws or regulations of such other tax jurisdiction) affecting taxation or the obligation to pay duties of any kind, or any change in, or amendment to, an official interpretation or application of such laws or regulations, which amendment or change becomes effective on or after the date on which the Notes were issued, the Issuer is required to pay Additional Amounts on the next succeeding Interest Payment Date, and this obligation cannot be avoided by the use of measures available to the Issuer which are, in the judgement of the Issuer, in each case taking into account the interests of Holders, reasonable, the Notes may be redeemed, in whole but not in part, at the option of the Issuer, at any time upon not less than 45 days’ nor more than 60 days’ prior notice of redemption given, in accordance with § 15, to the Holders, at the principal amount together with interest accrued to (but excluding) the date fixed for redemption.

However, no such notice of redemption may be given (i) earlier than 90 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts if a payment in respect of the Notes was then due, or (ii) if at the time such notice is given, such obligation to pay such Additional Amounts does not remain in effect.

Eine solche Kündigung hat gemäß § 15 zu erfolgen. Sie ist unwiderruflich, muss den für die Rückzahlung festgelegten Termin nennen und eine zusammenfassende Erklärung enthalten, welche die das Rückzahlungsrecht der Emittentin begründenden Umstände darlegt.

Any such notice shall be given in accordance with § 15. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement summarizing the facts constituting the basis for the right of the Issuer so to redeem.

***[Falls die Emittentin das Recht hat, die Schuldverschreibungen nach eigener Wahl an Call-Rückzahlungstag(en) vorzeitig zurückzahlen, gilt folgendes:***

***[If Notes are subject to early redemption at the option of the Issuer on Call Redemption Date(s), the following applies:***

- |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (3) | <i>Vorzeitige Rückzahlung nach Wahl der Emittentin [am] [an] Emittenten Wahl-Rückzahlungstag[en].</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | (3) | <i>Early Redemption at the Option of the Issuer on Issuer Call Redemption Date[s].</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| (a) | Die Emittentin kann die Schuldverschreibungen (ausgenommen Schuldverschreibungen, deren Rückzahlung der Gläubiger bereits in Ausübung seines Wahlrechts nach § 6 verlangt hat) insgesamt, jedoch nicht teilweise, nach ihrer Wahl mit einer Kündigungsfrist von nicht weniger als 30 und nicht mehr als 60 Tagen durch Erklärung gemäß § 15 gegenüber den Gläubigern kündigen und an dem Emittenten Wahl-Rückzahlungstag zu dem Emittenten Wahl-Rückzahlungsbetrag (zuzüglich etwaigen bis zum betreffenden Emittenten Wahl-Rückzahlungstag (ausschließlich) aufgelaufenen aber noch nicht gezahlten Zinsen) zurückzahlen. | (a) | The Issuer may upon not less than 30 days' nor more than 60 days' prior notice of redemption given, in accordance with § 15, to the Holders redeem with effect on the Issuer Call Redemption Date(s) at its option, the Notes (except for any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under § 6) in whole but not in part, at their Issuer Call Redemption Amount together with accrued but unpaid interest, if any, to (but excluding) the relevant Issuer Call Redemption Date. |

**Emittenten Wahl-Rückzahlungstag[e]**

**Emittenten Wahl-Rückzahlungsbetrag**

**Issuer Call Redemption Date[s]**

**Issuer Call Redemption Amount[s]**

*[Emittenten Wahl-Rückzahlungstag(e) einfügen]*

*[Emittenten Wahl-Rückzahlungsbetrag/ beträge einfügen]*

*[insert Issuer Call Redemption Date(s)]*

*[insert Issuer Call Redemption Amount(s)]*

- |     |                                                                                                                            |     |                                                                                                                      |
|-----|----------------------------------------------------------------------------------------------------------------------------|-----|----------------------------------------------------------------------------------------------------------------------|
| (b) | Die Kündigung ist den Gläubigern durch die Emittentin gemäß § 15 bekanntzugeben. Sie muss die folgenden Angaben enthalten: | (b) | Notice of redemption shall be given by the Issuer to the Holders in accordance with § 15. Such notice shall specify: |
|     | (i) die zurückzahlende Serie von Schuldverschreibungen;                                                                    |     | (i) the series of Notes subject to redemption;                                                                       |
|     | (ii) den Emittenten Wahl-Rückzahlungstag; und                                                                              |     | (ii) the Issuer Call Redemption Date; and                                                                            |
|     | (iii) den Emittenten Wahl-Rückzahlungsbetrag zu dem die Schuldverschreibungen zurückgezahlt werden.]                       |     | (iii) the Issuer Call Redemption Amount at which such Notes are to be redeemed.]                                     |

***[Falls die Emittentin das Recht hat, die Schuldverschreibungen nach eigener Wahl während einer Call-Rückzahlungsperiode vorzeitig zurückzahlen, gilt folgendes:***

***[If Notes are subject to early redemption at the option of the Issuer during a Call Redemption Period, the following applies:***

- |       |                                                                                                                                                                                                                                                                                                |       |                                                                                                                                                                                                                                                                                                  |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| [(4)] | <i>Vorzeitige Rückzahlung nach Wahl der Emittentin während einer Call-Rückzahlungsperiode</i>                                                                                                                                                                                                  | [(4)] | <i>Early Redemption at the Option of the Issuer during a Call Redemption Period</i>                                                                                                                                                                                                              |
| (a)   | Die Emittentin kann die Schuldverschreibungen (ausgenommen Schuldverschreibungen, deren Rückzahlung der Gläubiger bereits in Ausübung seines Wahlrechts nach § 6 verlangt hat) insgesamt, jedoch nicht teilweise, nach ihrer Wahl mit einer Kündigungsfrist von nicht weniger als 30 und nicht | (a)   | The Issuer may upon not less than 30 days' nor more than 60 days' prior notice of redemption given, in accordance with § 15, to the Holders redeem with effect on the Issuer Call Redemption Date(s) at its option, the Notes (except for any Note which is the subject of the prior exercise by |

mehr als 60 Tagen durch Erklärung gemäß § 15 gegenüber den Gläubigern kündigen und an dem Emittenten Wahl-Rückzahlungstag zu dem Emittenten Call-Rückzahlungsbetrag (zuzüglich etwaigen bis zum betreffenden Emittenten Call-Rückzahlungstag (ausschließlich) aufgelaufenen aber noch nicht gezahlten Zinsen) zurückzahlen.

„**Emittenten Wahl-Rückzahlungstag**“ bezeichnet einen Geschäftstag nach Wahl der Emittentin innerhalb einer Wahl-Rückzahlungsperiode.

the Holder thereof of its option to require the redemption of such Note under § 6) in whole but not in part, at their Issuer Call Redemption Amount together with accrued but unpaid interest, if any, to (but excluding) the relevant Issuer Call Redemption Date.

“**Issuer Call Redemption Date**” means each Business Day within the Call Redemption Period[s] as selected by the Issuer.

<b>Emittenten Wahl-Rückzahlungsperiode[n]</b>	<b>Emittenten Wahl-Rückzahlungsbetrag</b>	<b>Issuer Call Redemption Period[s]</b>	<b>Issuer Call Redemption Amount[s]</b>
<i>[Emittenten Wahl-Rückzahlungsperiode(n) einfügen]</i>	<i>[Emittenten Wahl-Rückzahlungsbetrag/beträge einfügen]</i>	<i>[insert Issuer Call Redemption Period(s)]</i>	<i>[insert Issuer Call Redemption Amount(s)]</i>
(b) Die Kündigung ist den Gläubigern durch die Emittentin gemäß § 15 bekanntzugeben. Sie muss die folgenden Angaben enthalten:	(i) die zurückzahlende Serie von Schuldverschreibungen;	(b) Notice of redemption shall be given by the Issuer to the Holders in accordance with § 15. Such notice shall specify:	(i) the series of Notes subject to redemption;
	(ii) den Emittenten Call-Rückzahlungstag; und		(ii) the Issuer Call Redemption Date; and
	(iii) den Emittenten Wahl-Rückzahlungsbetrag zu dem die Schuldverschreibungen zurückgezahlt werden.]		(iii) the Issuer Call Redemption Amount at which such Notes are to be redeemed.]
<b><i>[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen zum Wahl-Rückzahlungsbetrag vorzeitig zurückzahlen, gilt folgendes:</i></b>		<b><i>[If the Notes are subject to Early Redemption at the Option of the Issuer at the Call Redemption Amount, the following applies:</i></b>	
[(5) Vorzeitige Rückzahlung nach Wahl der Emittentin (Make-Whole).		[(5) Early Redemption at the Option of the Issuer (Make-Whole).	
(a) Die Emittentin kann die Schuldverschreibungen (ausgenommen Schuldverschreibungen, deren Rückzahlung der Gläubiger bereits in Ausübung seines Wahlrechts nach Absatz (5) verlangt hat) insgesamt, jedoch nicht teilweise, nach ihrer Wahl mit einer Kündigungsfrist von mindestens 45 und höchstens 60 Tagen durch Erklärung gemäß § 15 gegenüber den Gläubigern kündigen und an einem von ihr anzugebenden Tag (dem „ <b>Wahl-Rückzahlungstag (Call)</b> “) zu ihrem Wahl-Rückzahlungsbetrag (Call) zusammen mit allen nicht gezahlten Zinsen zurückzahlen, die bis zum Wahl-Rückzahlungstag (Call) (ausschließlich) (aber ohne aufgelaufene Zinsen, die in dem Wahl-Rückzahlungsbetrag (Call) berücksichtigt sind) aufgelaufen sind. Sie ist unwiderruflich und muss den Wahl-Rückzahlungstag (Call) angeben.		(a) Early Redemption at the Option of the Issuer (Make-Whole). The Issuer may, upon not less than 45 days’ nor more than 60 days’ prior notice of redemption given, in accordance with § 15, to the Holders, redeem on any date specified by it (the “ <b>Call Redemption Date</b> ”), at its option, the Notes (except for any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under paragraph (5)) in whole but not in part, at their Call Redemption Amount together with any unpaid interest accrued to (but excluding) the Call Redemption Date (but excluding accrued interest accounted for in the Call Redemption Amount). It shall be irrevocable and must specify the Call Redemption Date.	

Der „**Wahl-Rückzahlungsbetrag (Call)**“ je Schuldverschreibung entspricht (i) dem Nennbetrag je Schuldverschreibung oder (ii), falls höher, dem Abgezinsten Marktpreis (*Make-Whole Amount*) je Schuldverschreibung. Der „**Abgezinsten Marktpreis (Make-Whole Amount)**“ wird

The “**Call Redemption Amount**” per Note means the higher of (i) the principal amount per Note and (ii) the Make-Whole Amount per Note. The “**Make-Whole Amount**” will be an amount calculated by an independent financial adviser appointed by the Issuer at the Issuer’s

von einem von der Emittentin auf eigene Kosten bestellten unabhängigen Sachverständigen (der „**Unabhängige Sachverständige**“) am Rückzahlungs-Berechnungstag berechnet, indem der Nennbetrag und die verbleibenden Zinszahlungen bis zum Fälligkeitstag auf jährlicher Basis unter Zugrundelegung eines Jahres mit 365 bzw. 366 Tagen und der Zahl der tatsächlich in dem Jahr verstrichenen Tage und mit der Benchmark-Rendite plus **[Basispunkte einfügen]** Basispunkte abgezinst werden.

Die „**Benchmark-Rendite**“ bezeichnet die am Rückzahlungs-Berechnungstag bestehende Rendite der entsprechenden **[einfügen: [Euro-Referenz-Anleihe der Bundesrepublik Deutschland] [andere Referenzanleihe] unter Angabe folgender Einzelheiten: ISIN oder andere Wertpapierkennung, basierend auf dem Referenzpreis für diese Referenz-Anleihe an diesem Tag, wie um oder gegen 12:00 Uhr mittags [(Frankfurter Zeit)] [andere relevante Zeitzone] an diesem Tag auf der Bloomberg Seite [ISIN] Govt HP (unter Nutzung der Einstellung „Fixing Price“ und der Preisquelle [„FRNK“] [andere relevante Preisquelle]) abgelesen, oder wie von einer anderen, durch die Berechnungsstelle festgelegten, Quelle hergeleitet oder veröffentlicht]** oder sollte die Rendite zu diesem Zeitpunkt nicht verfügbar sein, bezeichnet die Benchmark-Rendite eine ersetzende Referenzanleihe, die von der Berechnungsstelle festgesetzt wird, die jeweils mit einer Laufzeit, die mit der verbleibenden Restlaufzeit der Schuldverschreibung bis zum Fälligkeitstag vergleichbar ist, und die im Zeitpunkt der Auswahlentscheidung und entsprechend der üblichen Finanzmarktpraxis zur Preisbestimmung bei Neuemissionen von Unternehmensanleihen mit einer bis zum Fälligkeitstag der Schuldverschreibung vergleichbaren Laufzeit verwendet werden würde.

„**Rückzahlungs-Berechnungstag**“ ist der **[zehnte]** Geschäftstag vor dem Wahl-Rückzahlungstag (Call).

- (b) Die Kündigung ist den Gläubigern der Schuldverschreibungen durch die Emittentin gemäß § 15 bekanntzugeben. Sie muss die folgenden Angaben enthalten:
- (i) die zurückzuzahlende Serie von Schuldverschreibungen; und
  - (ii) den Wahl-Rückzahlungstag.]

**[Im Falle einer Vorzeitigen Rückzahlung nach Wahl der Emittentin bei geringem ausstehendem Gesamtnennbetrag der Schuldverschreibungen, gilt folgendes:**

- [(6)] **Vorzeitige Rückzahlung bei Geringem Ausstehenden Gesamtnennbetrag der Schuldverschreibungen.** Wenn 80 % oder mehr des Gesamtnennbetrags der Schuldverschreibungen von der Emittentin oder einer direkten oder indirekten Tochtergesellschaft der Emittentin zurückgezahlt oder angekauft wurden, ist die Emittentin jederzeit berechtigt, nach vorheriger Bekanntmachung gegenüber den Gläubigern gemäß § 15 mit einer Frist von mindestens 30 und höchstens 60 Tagen nach ihrer Wahl die ausstehenden Schuldverschreibungen insgesamt, aber nicht

expense (the “**Independent Financial Adviser**”) on the Redemption Calculation Date by discounting the principal amount and the remaining interest payments to the Maturity Date on an annual basis, assuming a 365-day year or a 366-day year, as the case may be, and the actual number of days elapsed in such year and using the Benchmark Yield plus **[insert basis points]** basis points.

“**Benchmark Yield**” means the yield as at the Redemption Calculation Date of the corresponding **[insert [euro denominated benchmark debt security of the Federal Republic of Germany] [other relevant benchmark] specifying the following details: ISIN or other securities code, based on the reference price for such benchmark security on such day, as observed at or about noon [(Frankfurt time)] [other relevant time] on such date on Bloomberg page [ISIN] Govt HP (using the setting “Fixing Price” and the pricing source [“FRNK”] [other source as relevant]), or as derived or published by such other source as determined by the Calculation Agent]**, and if such yield is not available at that time the Benchmark Yield shall be the yield of a substitute benchmark security chosen by the Calculation Agent, in each case as having a maturity comparable to the remaining term of the Note to the Maturity Date, that would be used at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the Maturity Date.

“**Redemption Calculation Date**” means the **[tenth]** Business Day prior to the Call Redemption Date.

- (b) Notice of redemption shall be given by the Issuer to the Holders of the Notes in accordance with § 15. Such notice shall specify:
- (i) the series of Notes subject to redemption; and
  - (ii) the Call Redemption Date.]

**[If the Notes are subject to Early Redemption in case of minimal outstanding aggregate principal amount of the Notes, the following applies:**

- [(6)] **Early Redemption in case of Minimal Outstanding Aggregate Principal Amount of the Notes.** If 80% or more of the aggregate principal amount of the Notes have been redeemed or purchased by the Issuer or any direct or indirect Subsidiary of the Issuer, the Issuer may at any time, on not less than 30 or more than 60 days’ notice to the Holders given in accordance with § 15, redeem, at its option, the remaining Notes in whole but not in part at the principal amount thereof plus unpaid interest accrued to (but excluding) the date of actual

teilweise, zum Nennbetrag zuzüglich bis zum tatsächlichen Rückzahlungstag (ausschließlich) nicht gezahlter, aufgelaufener Zinsen zurückzuzahlen.]

*[Falls die Emittentin das Wahlrecht hat, die Schuldverschreibungen bei Eintritt eines transaktionsbezogenen Ereignisses zum Ereignis Wahl-Rückzahlungsbetrag vorzeitig zurückzuzahlen, gilt folgendes:*

[(7)] *Vorzeitige Rückzahlung nach Wahl der Emittentin bei Eintritt eines transaktionsbezogenen Ereignisses.*

(a) Die Emittentin ist berechtigt, die Schuldverschreibungen (insgesamt oder teilweise) durch eine Transaktions-Mitteilung gemäß den nachstehend aufgeführten Bedingungen und gemäß Absatz (b) mit Wirkung zu dem Ereignis-Wahl-Rückzahlungstag zur vorzeitigen Rückzahlung zu kündigen. Wenn die Emittentin ihr Kündigungsrecht gemäß Satz 1 ausübt, ist die Emittentin verpflichtet, jede zurückzuzahlende Schuldverschreibung an dem Ereignis-Wahl-Rückzahlungstag zum Transaktions-Rückzahlungsbetrag zuzüglich der bis zum Ereignis-Wahl-Rückzahlungstag (ausschließlich) aufgelaufenen Zinsen zurückzuzahlen.

„**Transaktion**“ bezeichnet *[Beschreibung der geplanten Transaktion für deren Finanzierung die Schuldverschreibungen begeben werden]*.

„**Transaktionskündigungsfrist**“ bezeichnet den Zeitraum ab dem *[Begebungstag einfügen]* bis zum *[Datum Ende des Zeitraums einfügen]*.

„**Transaktions-Mitteilung**“ bezeichnet eine Mitteilung der Emittentin an die Gläubiger gemäß Absatz (b) und § 15 innerhalb der Transaktionskündigungsfrist, dass die Transaktion vor ihrem Abschluss beendet wurde oder dass die Transaktion aus irgendeinem Grund nicht durchgeführt wird oder dass die Emittentin öffentlich erklärt hat, dass sie nicht länger beabsichtigt, die Transaktion zu verfolgen. Die Transaktions-Mitteilung hat ferner den Ereignis-Wahl-Rückzahlungstag zu bezeichnen.

Die Emittentin kann auf ihr Recht zur vorzeitigen Kündigung der Schuldverschreibungen nach Eintritt eines der oben bezeichneten Ereignisse durch Bekanntmachung gemäß § 15 verzichten.

„**Ereignis-Wahl-Rückzahlungsbetrag**“ bezeichnet pro Schuldverschreibung *[●]* % pro Festgelegte Stückelung.

„**Ereignis-Wahl-Rückzahlungstag**“ bezeichnet den in der Transaktions-Mitteilung festgelegten Rückzahlungstag, der nicht weniger als 30 Tage und nicht mehr als 60 Tage nach dem Tag der Transaktions-Mitteilung liegen darf.

redemption.]

*[If the Notes are subject to Early Redemption at the Option of the Issuer upon the occurrence of a transaction related event, the following applies:*

[(7)] *Early Redemption at the Option of the Issuer upon the occurrence of a transaction related event.*

(a) The Issuer may, upon giving a Transaction Trigger Notice in accordance with the requirements set out below and in accordance with paragraph (b), call the Notes for early redemption (in whole or in part) with effect on the Trigger Call Redemption Date. If the Issuer exercises its call right in accordance with sentence 1, the Issuer shall redeem each Note to be redeemed at the Transaction Trigger Redemption Amount together with interest accrued to but excluding the Trigger Call Redemption Date on the Trigger Call Redemption Date.

“**Transaction**” means *[insert description of envisaged transaction for which the Notes are intended to be issued for refinancing purposes]*.

“**Transaction Notice Period**” means the period from *[insert issue date]* to *[insert end of period date]*.

“**Transaction Trigger Notice**” means a notice by the Issuer to the Holders given in accordance with paragraph (b) and § 15 within the Transaction Notice Period that the Transaction has been terminated prior to its completion or that the Transaction will not be settled for any reason whatsoever or that the Issuer has publicly stated that it no longer intends to pursue the Transaction. The Transaction Trigger Notice shall also specify the Trigger Redemption Date.

At any time the Issuer may waive its right to call the Notes for redemption following the occurrence of one of the events detailed above, by giving notice in accordance with § 15.

“**Trigger Call Redemption Amount**” per Note means *[●]* % of the Specified Denomination.

“**Trigger Call Redemption Date**” means the redemption date specified in the Transaction Trigger Notice which shall be not less than 30 days nor more than 60 days after the date of the Transaction Trigger Notice.



- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(b) Die Emittentin hat die Kündigung der Schuldverschreibungen zur vorzeitigen Rückzahlung gemäß Absatz (a) durch Veröffentlichung einer Bekanntmachung an die Gläubiger gemäß § 15 zu erklären. Die Kündigung ist unwiderruflich und hat folgende Angaben zu enthalten:</p> <ul style="list-style-type: none"> <li>(i) die zurückzuzahlende Serie von Schuldverschreibungen;</li> <li>(ii) eine Erklärung, ob die Schuldverschreibungen ganz oder teilweise zurückgezahlt werden und im letzteren Fall den Gesamtnennbetrag der zurückzuzahlenden Schuldverschreibungen;</li> <li>(iii) den Ereignis-Wahl-Rückzahlungstag; und</li> <li>(iv) den Ereignis-Wahl-Rückzahlungsbetrag zu dem die Schuldverschreibungen zurückgezahlt werden.</li> </ul> <p>(c) Wenn die Schuldverschreibungen nur teilweise zurückgezahlt werden, werden die betreffenden zurückzuzahlenden Schuldverschreibungen in Übereinstimmung mit den Regeln des betreffenden Clearingsystems ausgewählt.</p> | <p>(b) The Issuer shall call the Notes for early redemption pursuant to paragraph (a) by publishing a notice to the Holders in accordance with § 15 which notice shall be irrevocable and shall specify:</p> <ul style="list-style-type: none"> <li>(i) the series of Notes subject to redemption;</li> <li>(ii) whether the Notes will be redeemed in whole or in part and, if only in part, the aggregate principal amount of the Notes which are to be redeemed;</li> <li>(iii) the Trigger Call Redemption Date and;</li> <li>(iv) the Trigger Call Redemption Amount at which such Notes are to be redeemed.</li> </ul> <p>(c) In the case of a partial redemption of Notes, the relevant Notes to be redeemed shall be selected in accordance with the rules of the relevant Clearing System.</p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**[Fall die Schuldverschreibungen in Form einer NGN begeben werden, ist folgendes anwendbar:** Die teilweise Rückzahlung wird in den Registern von Clearstream Luxemburg und Euroclear nach deren Ermessen entweder als Pool-Faktor oder als Reduzierung des Gesamtnennbetrages wiedergegeben.]]

**[In the case of Notes in NGN form the following applies:** Such partial redemption shall be reflected in the records of Clearstream Luxembourg and Euroclear either as a pool factor or a reduction in aggregate principal amount, at the discretion of Clearstream Luxembourg and Euroclear.]]

**[Vorzeitige Rückzahlung nach Wahl der Gläubiger bei Vorliegen eines Kontrollwechsels.**

**[Early Redemption at the Option of the Holders upon a Change of Control.**

[(8)] *Vorzeitige Rückzahlung nach Wahl der Gläubiger bei Vorliegen eines Kontrollwechsels.*

[(8)] *Early Redemption at the Option of the Holders upon a Change of Control.*

- (a) Tritt nach dem Begebungstag ein Kontrollwechsel ein, so ist jeder Gläubiger berechtigt, aber nicht verpflichtet, von der Emittentin die vollständige oder teilweise Rückzahlung oder, nach Wahl der Emittentin, den Ankauf (oder die Veranlassung eines Ankaufs) seiner Schuldverschreibungen innerhalb von 60 Tagen, nachdem die Rückzahlungsereignis-Mitteilung gemäß Unterabsatz (b) bekannt gegeben wurde (der „**Ausübungszeitraum**“), zum Wahl-Rückzahlungsbetrag (Put) (das „**Gläubiger-Rückzahlungswahlrecht**“) zu verlangen. Dieses Gläubiger-Rückzahlungswahlrecht ist wie nachstehend unter den Unterabsätzen (b) bis (c) beschrieben auszuüben.

- (a) If a Change of Control occurs after the Issue Date, each Holder shall have the right, but not the obligation, to require the Issuer to redeem or, at the Issuer's option, purchase (or procure the purchase of) in whole or in part his Notes, within 60 days after a Put Event Notice under subparagraph (b) has been published (the “**Put Period**”), at the Put Redemption Amount (the “**Put Option**”). Such Put Option shall operate as set out below under subparagraphs (b) to (c).

Ein „**Kontrollwechsel**“ gilt jedes Mal als eingetreten (unabhängig davon, ob die maßgeblichen Gremien der Emittentin zugestimmt haben), wenn

A “**Change of Control**” shall be deemed to have occurred at each time (whether or not approved by the relevant boards) that

- (i) im Fall eines öffentlichen Übernahmeangebots für Aktien der Emittentin die Situation eintritt,

- (i) in the event of a public tender offer for shares of the Issuer a situation arises in which.

dass

(A) Aktien, die sich bereits unmittelbar oder mittelbar unter der Kontrolle des Bieters und/oder gemeinsam mit ihm handelnder Personen befinden, und bereits im Rahmen des Übernahmeangebots eingereichte Aktien insgesamt mehr als 50 % der Stimmrechte der Emittentin auf sich vereinen; und

(B) das Angebot nicht oder nicht mehr von Bedingungen abhängig ist (mit Ausnahme von Bedingungen hinsichtlich aufsichtsrechtlicher, insbesondere fusions-kontrollrechtlicher, Genehmigungen und anderer Bedingungen, deren Erfüllung nach Ende der Annahmefrist gemäß § 16 Abs. 1 des Gesetzes zur Regelung von öffentlichen Angeboten zum Erwerb von Wertpapieren und von Unternehmensübernahmen (WpÜG) oder einer vergleichbaren Regelung nach anwendbarem Recht noch offen bleiben kann); oder

(ii) eine Person bzw. gemeinsam handelnde Personen erwerben in sonstiger Weise Kontrolle (mit Ausnahme eines Mitglieds des ADLER Konzerns).

„**ADLER Konzern**“ bezeichnet ADLER Group S.A. und die konsolidierten Tochtergesellschaften.

„**Kontrolle**“ bezeichnet das unmittelbare oder mittelbare rechtliche oder wirtschaftliche Eigentum oder eine rechtliche oder wirtschaftliche Berechtigung (im Sinne von § 34 des Wertpapierhandelsgesetzes (WpHG)) an insgesamt mehr als 50 % der stimmberechtigten Aktien der Emittentin.

Der „**Wahl-Rückzahlungsbetrag (Put)**“ bezeichnet für jede Schuldverschreibung 101 % des Nennbetrags einer solchen Schuldverschreibung zuzüglich nicht gezahlter bis zum Wahl-Rückzahlungstag (Put) (ausschließlich) aufgelaufener Zinsen.

(b) Tritt nach dem Begebungstag ein Kontrollwechsel ein, so teilt die Emittentin dies unverzüglich, nachdem die Emittentin davon Kenntnis erlangt hat, den Gläubigern gemäß § 15 mit (eine „**Rückzahlungsereignis-Mitteilung**“) und gibt dabei die Art des Kontrollwechsels und das in diesem § 6[(8)] vorgesehene Verfahren zur Ausübung des Gläubiger-Rückzahlungswahlrechts an (mit Angaben zum Clearingsystem-Konto der Zahlstelle für die Zwecke von Unterabsatz (c)(ii)(x) dieses § 6[(8)]).

(c) Zur Ausübung des Gläubiger-Rückzahlungswahlrechts muss der Gläubiger an einem Geschäftstag innerhalb des Ausübungszeitraums, (i) bei der bezeichneten Geschäftsstelle der Zahlstelle eine ordnungsgemäß ausgefüllte und unterzeichnete Ausübungserklärung in der jeweils bei der Zahlstelle erhältlichen maßgeblichen Form einreichen (die „**Gläubiger-Ausübungserklärung**“) und (ii) Schuldverschreibungen in Höhe des Gesamtbetrags der Festgelegten Stückelung einreichen, für die der Gläubiger sein Gläubiger-Rückzahlungswahlrecht ausüben möchte,

(A) shares already directly or indirectly under the control of the bidder and/or Persons acting in concert with the bidder and shares which have already been tendered in the tender offer, carry in aggregate more than 50% of the voting rights in the Issuer; and

(B) the offer is or has become unconditional (other than for conditions relating to regulatory, in particular merger control, approvals and other conditions the satisfaction of which may remain pending following the end of the acceptance period pursuant to section 16(1) of the German Takeover Act (*Gesetz zur Regelung von öffentlichen Angeboten zum Erwerb von Wertpapieren und von Unternehmensübernahmen - WpÜG*) or a similar provision which is applicable); or

(ii) any Person and/or Persons (other than a member of ADLER Group) acting in concert otherwise acquires Control.

„**ADLER Group**“ means ADLER Group S.A. and its consolidated subsidiaries.

„**Control**“ means any direct or indirect legal or beneficial ownership or any legal or beneficial entitlement (as defined in section 34 of the German Securities Trading Act (*Wertpapierhandelsgesetz - WpHG*)) of, in the aggregate, more than 50% of the voting shares of the Issuer.

„**Put Redemption Amount**“ means for each Note 101% of the principal amount of such Note, plus unpaid interest accrued to (but excluding) the Put Date.

(b) If a Change of Control occurs after the Issue Date, then the Issuer shall, without undue delay, after the Issuer becoming aware thereof, give notice of the Change of Control (a “**Put Event Notice**”) to the Noteholders in accordance with § 15 specifying the nature of the Change of Control and the procedure for exercising the Put Option contained in this § 6[(8)] (including the information on the Clearing System account of the Paying Agent for purposes of subparagraph (c)(ii)(x) of this § 6[(8)]).

(c) To exercise the Put Option, the Holder must deliver on any Business Day within the Put Period (i) to the Paying Agent at its specified office a duly signed and completed notice of exercise in the then current form obtainable from the Paying Agent (a “**Put Notice**”) and (ii) the aggregate Specified Denomination of Notes for which the Holder wishes to exercise its Put Option by either (x) transferring such Notes to the Clearing System account of the Paying Agent or (y) giving an irrevocable instruction to the Paying Agent to withdraw such Notes from a

und zwar entweder durch (x) Übertragung dieser Schuldverschreibungen auf das Clearingsystem-Konto der Zahlstelle oder (y) Abgabe einer unwiderruflichen Anweisung an die Zahlstelle, die Schuldverschreibungen aus einem Wertpapierdepot des Gläubigers bei der Zahlstelle auszubuchen. Die Emittentin wird die betreffende(n) Schuldverschreibung(en) sieben Tage nach Ablauf des Ausübungszeitraums (der „Wahl-Rückzahlungstag (Put)“) zurückzahlen oder nach ihrer Wahl ankaufen (oder ankaufen lassen), soweit sie nicht bereits vorher zurückgezahlt oder angekauft und entwertet wurde(n). Die Zahlung in Bezug auf solchermaßen eingereichte Schuldverschreibungen erfolgt gemäß den üblichen Verfahren über das Clearingsystem. Eine einmal abgegebene Gläubiger-Ausübungserklärung ist unwiderruflich.]

securities account of the Holder with the Paying Agent. The Issuer shall redeem or, at its option, purchase (or procure the purchase of) the relevant Note(s) on the date seven days after the expiration of the Put Period (the “Put Date”) unless previously redeemed or purchased and cancelled. Payment in respect of any Note so delivered will be made in accordance with the customary procedures through the Clearing System. A Put Notice, once given, shall be irrevocable.]

*[Falls der Gläubiger das Wahlrecht hat, die vorzeitige Rückzahlung der Schuldverschreibungen zu einem festgelegten Rückzahlungsbetrag bzw. festgelegten Rückzahlungsbeträgen zu verlangen, gilt folgendes:*

*[If the Notes are subject to Early Redemption at the Option of the Holder at specified redemption amount(s), the following applies:*

[(9)] *Vorzeitige Rückzahlung nach Wahl eines Gläubigers.*

[(9)] *Early Redemption at the Option of a Holder.*

(a) Die Emittentin hat eine Schuldverschreibung nach Ausübung des entsprechenden Wahlrechts durch den Gläubiger am/an den Gläubigerwahl-Rückzahlungstag(en) zum/zu den Gläubigerwahl-Rückzahlungsbetrag/-beträgen, wie nachfolgend angegeben nebst etwaigen bis zum Gläubigerwahl-Rückzahlungstag (ausschließlich) aufgelaufener Zinsen zurückzuzahlen.

(a) The Issuer shall, at the option of the Holder, redeem such Note on the Put Redemption Date(s) at the Put Redemption Amount(s) set forth below together with accrued interest, if any, to (but excluding) the Put Redemption Date.

**Gläubigerwahl-Rückzahlungstag(e)**

**Gläubigerwahl-Rückzahlungsbetrag/-beträge**

**Put Redemption Date(s)**

**Put Redemption Amount(s)**

[Gläubigerwahl-Rückzahlungstag(e)]

[Gläubigerwahl-Rückzahlungsbetrag/-beträge]

[Put Redemption Dates(s)]

[Put Redemption Amount(s)]

Dem Gläubiger steht dieses Wahlrecht nicht in Bezug auf eine Schuldverschreibung zu, deren Rückzahlung die Emittentin zuvor in Ausübung eines ihrer Wahlrechte nach diesem § 6 verlangt hat.

The Holder may not exercise such option in respect of any Note which is the subject of the prior exercise by the Issuer of any of its options to redeem such Note under this § 6.

(b) Zur Ausübung dieses Wahlrechts muss der Gläubiger nicht weniger als 30 Tage und nicht mehr als 60 Tage vor dem Gläubigerwahl-Rückzahlungstag, an dem die Rückzahlung gemäß der Gläubigerwahl-Rückzahlungs-Ausübungserklärung (wie nachfolgend definiert) erfolgen soll, (i) bei der bezeichneten Geschäftsstelle der Zahlstelle eine ordnungsgemäß ausgefüllte und unterzeichnete Ausübungserklärung in der jeweils bei der Zahlstelle erhältlichen maßgeblichen Form einreichen (die „Gläubigerwahl-Rückzahlungs-Ausübungserklärung“) und (ii) Schuldverschreibungen in Höhe des Gesamtbetrags der Festgelegten Stückelung einreichen, für die der Gläubiger sein Wahlrecht ausüben möchte, und zwar entweder (x) durch

(b) To exercise such option, the Holder must, not less than 30 days nor more than 60 days before the Put Redemption Date on which such redemption is required to be made as specified in the Put Redemption Notice (as defined below), deliver (i) to the Paying Agent at its specified office a duly signed and completed notice of exercise in the then current form obtainable from the Paying Agent (a “Put Redemption Notice”) and (ii) the aggregate Specified Denomination of Notes for which the Holder wishes to exercise its option either (x) by transferring such Notes to the Clearing System account of the Paying Agent or (y) by giving an irrevocable instruction to the Paying Agent to withdraw such Notes from a

Übertragung der Schuldverschreibungen auf das Clearingsystem-Konto der Zahlstelle oder (y) durch unwiderrufliche Anweisung an die Zahlstelle zur Ausbuchung der Schuldverschreibungen aus dem Wertpapierdepot des Gläubigers bei der Zahlstelle. Die Zahlung in Bezug auf solchermaßen eingereichte Schuldverschreibungen erfolgt gemäß den üblichen Verfahren über das Clearingsystem. Eine einmal abgegebene Gläubigerwahl-Rückzahlungs-Ausübungserklärung ist unwiderruflich.]

securities account of the Holder with the Paying Agent. Payment in respect of any Note so delivered will be made in accordance with the customary procedures through the Clearing System. A Put Redemption Notice, once given, shall be irrevocable.]

§ 7

**ZAHLSTELLE UND BERECHNUNGSSTELLE**

- (1) *Bestellung; bezeichnete Geschäftsstelle.* Die anfänglich bestellte Zahlstelle und die anfänglich bestellte Berechnungsstelle und deren anfänglich bezeichneten Geschäftsstellen sind:

„Zahlstelle“:

**BNP Paribas Securities Services, Luxembourg branch**  
60 avenue J.F. Kennedy  
2085 Luxembourg  
Luxembourg

„Berechnungsstelle“:

[*Name und bezeichnete Geschäftsstelle*]

Die Zahlstelle und die Berechnungsstelle behalten sich das Recht vor, jederzeit ihre bezeichnete Geschäftsstelle durch eine andere Geschäftsstelle im selben Land zu ersetzen.

- (2) *Änderung oder Beendigung der Bestellung.* Die Emittentin behält sich das Recht vor, jederzeit die Bestellung der Zahlstelle oder der Berechnungsstelle zu ändern oder zu beenden und zusätzliche oder eine oder mehrere andere Zahlstellen oder eine andere Berechnungsstelle zu bestellen. Die Emittentin wird zu jedem Zeitpunkt eine Zahlstelle und eine Berechnungsstelle unterhalten. Eine Änderung, Beendigung, Bestellung oder ein Wechsel wird nur wirksam (außer im Insolvenzfall, in dem eine solche Änderung sofort wirksam wird), sofern die Gläubiger hierüber gemäß § 15 vorab unter Einhaltung einer Frist von mindestens 30 und höchstens 45 Tagen informiert wurden.
- (3) *Erfüllungsgehilfen der Emittentin.* Die Zahlstelle und die Berechnungsstelle und jede andere nach Absatz (2) bestellte Zahlstelle handeln ausschließlich als Erfüllungsgehilfen der Emittentin und übernehmen keinerlei Verpflichtungen gegenüber den Gläubigern, und es wird kein Auftrags- oder Treuhandverhältnis zwischen ihnen und den Gläubigern begründet.

§ 7

**PAYING AGENT AND CALCULATION AGENT**

- (1) *Appointment; Specified Office.* The initial Paying Agent and the initial Calculation Agent and their initial specified offices shall be:

“Paying Agent”:

**BNP Paribas Securities Services, Luxembourg branch**  
60 avenue J.F. Kennedy  
2085 Luxembourg  
Luxembourg

“Calculation Agent”:

[*name and specified office*]

The Paying Agent and the Calculation Agent reserve the right at any time to change their specified offices to some other office in the same country.

- (2) *Variation or Termination of Appointment.* The Issuer reserves the right at any time to vary or terminate the appointment of the Paying Agent or the Calculation Agent and to appoint another Paying Agent, additional or other paying agents or another Calculation Agent. The Issuer shall at all times maintain a Paying Agent and a Calculation Agent. Any variation, termination, appointment or change shall only take effect (other than in the case of insolvency, when it shall be of immediate effect) after not less than 30 nor more than 45 days' prior notice thereof shall have been given to the Holders in accordance with § 15.
- (3) *Agents of the Issuer.* The Paying Agent and the Calculation Agent and any other paying agent appointed pursuant to paragraph (2) act solely as the agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for any Holder.

**§ 8  
STEUERN**

- (1) *Zahlungen ohne Einbehalt oder Abzug von Steuern.* Alle in Bezug auf die Schuldverschreibungen zu zahlenden Beträge werden ohne Einbehalt oder Abzug von oder aufgrund von gegenwärtigen oder zukünftigen Steuern oder Abgaben gleich welcher Art gezahlt, die von oder im Namen des Großherzogtums Luxemburg oder der Bundesrepublik Deutschland (die „**Steuerjurisdiktion**“) oder einer steuererhebungsberechtigten Gebietskörperschaft oder Steuerbehörde dieses Landes im Wege des Einbehalts oder Abzugs an der Quelle auferlegt oder erhoben werden, es sei denn, ein solcher Einbehalt oder Abzug ist gesetzlich vorgeschrieben.
- (2) *Zahlung Zusätzlicher Beträge.* Ist ein Einbehalt oder Abzug in Bezug auf zu zahlende Beträge auf die Schuldverschreibungen gesetzlich vorgeschrieben, so wird die Emittentin diejenigen zusätzlichen Beträge (die „**Zusätzlichen Beträge**“) zahlen, die erforderlich sind, damit die den Gläubigern zufließenden Nettobeträge nach einem solchen Einbehalt oder Abzug jeweils den Beträgen entsprechen, die ohne einen solchen Einbehalt oder Abzug erhalten worden wären; eine Verpflichtung zur Zahlung solcher Zusätzlichen Beträge besteht jedoch nicht für Steuern oder Abgaben:
- (a) die anders als durch Einbehalt oder Abzug von Zahlungen, welche die Emittentin an den Gläubiger leistet, zu entrichten sind; oder
- (b) die von einer als Depotbank oder Inkassobeauftragte im Namen eines Gläubigers handelnden Person oder sonst auf andere Weise zu entrichten sind als dadurch, dass die Emittentin von den von ihr zu leistenden Zahlungen von Kapital oder Zinsen einen Einbehalt oder Abzug vornimmt; oder
- (c) die aufgrund einer bestehenden oder früheren persönlichen oder geschäftlichen Beziehung des Gläubigers zur maßgeblichen Steuerjurisdiktion zu zahlen sind, und nicht allein deshalb, weil Zahlungen auf die Schuldverschreibungen aus Quellen in der maßgeblichen Steuerjurisdiktion stammen (oder für Zwecke der Besteuerung so behandelt werden) oder dort besichert sind (dies gilt auch nicht für Steuern oder Abgaben, die aufgrund der Anwendung von § 50a Absatz 7 Einkommensteuergesetz oder einer zukünftigen Nachfolgeregelung zu dieser Vorschrift anfallen; d.h. in diesem Fall sind keine Zusätzlichen Beträge zu zahlen); oder

**§ 8  
TAX**

- (1) *Payments Free of Taxes.* All amounts payable in respect of the Notes shall be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied at source by way of withholding or deduction by or on behalf of the Grand Duchy of Luxembourg or Federal Republic of Germany (the “**Taxing Jurisdiction**”) or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.
- (2) *Payments of Additional Amounts.* If such withholding or deduction with respect to amounts payable in respect of the Notes is required by law, the Issuer will pay such additional amounts (the “**Additional Amounts**”) as shall be necessary in order that the net amounts received by the Holders, after such withholding or deduction shall equal the respective amounts which would otherwise have been receivable in the absence of such withholding or deduction; except that no such Additional Amounts shall be payable on account of any taxes or duties which:
- (a) are payable otherwise than by withholding or deduction from payments, made by the Issuer to the Holder, or
- (b) are payable by any Person acting as custodian bank or collecting agent on behalf of a Holder, or otherwise in any manner which does not constitute a withholding or deduction by the Issuer from payments of principal or interest made by it, or
- (c) are payable by reason of the Holder having, or having had, some personal or business relation to the relevant Taxing Jurisdiction and not merely by reason of the fact that payments in respect of the Notes are, or for purposes of taxation are deemed to be, derived from sources in, or are secured in, the relevant Taxing Jurisdiction (this holds true for any taxes or duties payable pursuant to Section 50a paragraph 7 of the German Income Tax Act (*Einkommensteuergesetz*) or any future successor provision of that section, i.e. no Additional Amounts shall be payable in this case), or

- |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (d) | die durch eine Zahlstelle von der Zahlung einzubehalten oder abzuziehen sind, wenn die Zahlung von einer anderen Zahlstelle ohne einen solchen Einbehalt oder Abzug hätte vorgenommen werden können; oder                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | (d) | are withheld or deducted by a paying agent from a payment if the payment could have been made by another paying agent without such withholding or deduction, or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| (e) | die aufgrund (i) einer Richtlinie oder Verordnung der Europäischen Union betreffend die Besteuerung von Zinserträgen oder Sparguthaben oder (ii) zwischenstaatlicher Abkommen oder Vereinbarungen über deren Besteuerung, an denen die maßgebliche Steuerjurisdiktion oder die Europäische Union beteiligt ist, oder (iii) einer gesetzlichen Vorschrift, die diese Richtlinie, Verordnung oder dieses Abkommen oder diese Vereinbarung umsetzt oder befolgt, diesen entspricht oder zur Anpassung an diese eingeführt wurde (einschließlich des luxemburgischen Gesetzes vom 23. Dezember 2005, in seiner jeweils geltenden Fassung ( <i>Relibi Gesetz</i> )), einzubehalten oder abzuziehen sind; oder                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | (e) | are withheld or deducted pursuant to (i) any European Union Directive or Regulation concerning the taxation of interest income or savings, or (ii) any international treaty or understanding relating to such taxation and to which the relevant Taxing Jurisdiction or the European Union is a party, or (iii) any provision of law implementing, or complying with, or introduced to conform with, such Directive, Regulation, treaty or understanding (including the Luxembourg Law dated 23 December 2005, as amended ( <i>Relibi Law</i> )), or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| (f) | die nicht erhoben oder einbehalten oder abgezogen worden wären, wenn es der Gläubiger oder der wirtschaftliche Eigentümer der Schuldverschreibungen (für die vorliegenden Zwecke einschließlich Finanzinstitute, über die der Gläubiger oder wirtschaftliche Eigentümer die Schuldverschreibungen hält oder über die Zahlungen auf die Schuldverschreibungen erfolgen) nicht unterlassen hätte, nach einer an den Gläubiger oder wirtschaftlichen Eigentümer gerichteten schriftlichen Aufforderung der Emittentin, einer Zahlstelle oder in deren Namen (die so rechtzeitig erfolgt, dass der Gläubiger bzw. der wirtschaftliche Eigentümer dieser Aufforderung mit zumutbaren Anstrengungen nachkommen kann, in jedem Fall aber mindestens 30 Tage, bevor ein Einbehalt oder Abzug erforderlich wäre), einer aufgrund von Gesetzen, Abkommen, Verordnungen oder der Verwaltungspraxis in der maßgeblichen Steuerjurisdiktion vorgeschriebenen Bescheinigungs-, Identifizierungs-, Informations-, oder sonstigen Nachweispflicht nachzukommen, die Voraussetzung für eine Befreiung von in der maßgeblichen Steuerjurisdiktion erhobenen Steuern oder für eine Reduzierung der Höhe des Einhalts oder Abzugs solcher Steuern ist (u. a. eine Bescheinigung, dass der Gläubiger bzw. der wirtschaftliche Eigentümer nicht in der maßgeblichen Steuerjurisdiktion ansässig ist), jedoch jeweils nur, soweit der Gläubiger bzw. der | (f) | would not have been imposed, withheld or deducted but for the failure of the Holder or beneficial owner of Notes (including, for these purposes, any financial institution through which the Holder or beneficial owner holds the Notes or through which payment on the Notes is made), following a written request by or on behalf of the Issuer or a Paying Agent addressed to the Holder or beneficial owner (and made at a time that would enable the Holder or beneficial owner acting reasonably to comply with that request, and in all events, at least 30 days before any withholding or deduction would be required), to comply with any certification, identification, information or other reporting requirement whether required by statute, treaty, regulation or administrative practice of the relevant Taxing Jurisdiction, that is a precondition to exemption from, or reduction in the rate of withholding or deduction of, taxes imposed by the relevant Taxing Jurisdiction (including, without limitation, a certification that the Holder or beneficial owner is not resident in the relevant Taxing Jurisdiction), but in each case, only to the extent the Holder or beneficial owner is legally entitled to provide such certification, information or documentation, or |

wirtschaftliche Eigentümer rechtlich berechtigt ist, die Bescheinigung, Information oder Dokumentation vorzulegen; oder

- (g) die Nachlasssteuern, Erbschaftsteuern, Schenkungsteuern, Umsatzsteuern, Verbrauchsteuern, Verkehrssteuern, Vermögenssteuern oder ähnliche Steuern darstellen, oder
- (h) die wegen einer Rechtsänderung zu zahlen sind, welche später als 30 Tage nach Fälligkeit der betreffenden Zahlung wirksam wird; oder
- (i) die aufgrund jeglicher Kombination der Absätze (a) bis (h) zu entrichten sind.

Zudem werden keine Zusätzlichen Beträge im Hinblick auf Zahlungen auf die Schuldverschreibungen an einen Gläubiger gezahlt, welcher die Zahlung als Treuhänder oder

Personengesellschaft oder als sonstiger nicht alleiniger wirtschaftlicher Eigentümer der Zahlung erhält, soweit nach den Gesetzen der maßgeblichen Steuerjurisdiktion eine solche Zahlung steuerlich den Einkünften eines Begünstigten oder Treugebers in Bezug auf einen solchen Treuhänder oder eines Gesellschafters der Personengesellschaft oder eines wirtschaftlich Berechtigten zugerechnet würde, der jeweils selbst nicht zum Erhalt von Zusätzlichen Beträgen berechtigt gewesen wäre, wenn er selbst Gläubiger der Schuldverschreibungen wäre.

*Zur Klarstellung* wird festgehalten, dass die in der Bundesrepublik Deutschland gemäß dem zum Begebungstag geltenden Steuerrecht auf der Ebene der Depotbank erhobene Kapitalertragsteuer zuzüglich des darauf anfallenden Solidaritätszuschlags sowie Kirchensteuer, soweit eine solche im Wege des Steuerabzugs erhoben wird, keine Steuern oder Abgaben der vorstehend beschriebenen Art darstellen, für die von der Emittentin Zusätzliche Beträge zu zahlen wären.

- (3) *Andere Steuerjurisdiktion.* Falls die Emittentin zu irgendeinem Zeitpunkt einer anderen Steuerrechtsordnung als der gegenwärtig maßgeblichen Steuerrechtsordnung der Emittentin oder einer zusätzlichen Steuerrechtsordnung unterworfen wird, sind die Bezugnahmen in diesem § 8 auf die Jurisdiktion der Emittentin als Bezugnahmen auf die Rechtsordnung der Emittentin und/oder diese andere(n) Rechtsordnung(en) zu lesen und auszulegen.

(g) are estate, inheritance, gift, sales, excise, transfer, personal property or similar taxes, or

(h) are payable by reason of a change in law that becomes effective more than 30 days after the relevant payment becomes due, or

(i) are payable due to any combination of items (a) to (h),

nor shall any Additional Amounts be paid with respect to any payment on a Note to a Holder who is a fiduciary or partnership or who is other than the sole beneficial owner of such payment to the extent

such payment would be required by the laws of the relevant Taxing Jurisdiction to be included in the income, for tax purposes, of a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner who would not have been entitled to such Additional Amounts had such beneficiary, settlor, member or beneficial owner been the Holder of the Note.

*For the avoidance of doubt*, the withholding tax levied in the Federal Republic of Germany at the level of the custodian bank plus the solidarity surcharge imposed thereon as well as church tax, where such tax is levied by way of withholding, pursuant to tax law as in effect as of the Issue Date do not constitute a tax or duty as described above in respect of which Additional Amounts would be payable by the Issuer.

- (3) *Other Tax Jurisdiction.* If at any time the Issuer becomes subject to any taxing jurisdiction other than, or in addition to, the currently relevant taxing jurisdiction of the Issuer, references in this § 8 to the jurisdiction of the Issuer shall be read and construed as references to the jurisdiction of the Issuer and/or to such other jurisdiction(s).

**§ 9**  
**VORLEGUNGSFRIST, VERJÄHRUNG**

Die Vorlegungsfrist gemäß § 801 Absatz 1 Satz 1 Bürgerliches Gesetzbuch für die Schuldverschreibungen wird auf zehn Jahre verkürzt. Die Verjährungsfrist für Ansprüche aus den Schuldverschreibungen, die innerhalb der Vorlegungsfrist zur Zahlung vorgelegt wurden, beträgt zwei Jahre vom Ende der betreffenden Vorlegungsfrist an.

**§ 10**  
**KÜNDIGUNGSGRÜNDE**

- (1) *Kündigungsgründe.* Tritt ein Kündigungsgrund ein und dauert dieser an, so ist jeder Gläubiger berechtigt, seine sämtlichen Forderungen aus den Schuldverschreibungen durch Abgabe einer Kündigungserklärung gemäß Absatz (2) gegenüber der Zahlstelle fällig zu stellen und (vorbehaltlich des nachfolgenden Absatzes (4)) deren unverzügliche Rückzahlung zu ihrem Nennbetrag zuzüglich bis zum Tag der tatsächlichen Rückzahlung (ausschließlich) nicht gezahlter, aufgelaufener Zinsen zu verlangen. Jedes der folgenden Ereignisse stellt einen „**Kündigungsgrund**“ dar:
- (a) Die Emittentin zahlt auf die Schuldverschreibungen fällige Kapital- oder Zinsbeträge oder sonstige Beträge nicht innerhalb von 20 Tagen nach Fälligkeit; oder
- (b) die Emittentin erfüllt eine andere wesentliche Verpflichtung aus den Schuldverschreibungen nicht (einschließlich den Verpflichtungen unter § 11) und die Nichterfüllung dauert - sofern sie geheilt werden kann - jeweils länger als 40 Tage fort, nachdem die Zahlstelle eine Aufforderung zumindest in Textform (§ 126b Bürgerliches Gesetzbuch) in der in Absatz (2) vorgesehenen Art und Weise von einem Gläubiger erhalten hat, die Verpflichtung zu erfüllen; oder
- (c) eine nicht im Rahmen der Schuldverschreibungen bestehende Finanzverbindlichkeit der Emittentin oder einer Wesentlichen Tochtergesellschaft wird infolge eines Kündigungsgrunds (unabhängig von der Bezeichnung) vor ihrer festgelegten Fälligkeit fällig und zahlbar (sei es durch Kündigung, automatische Fälligestellung oder auf andere Weise), wobei der Gesamtbetrag dieser Finanzverbindlichkeiten mindestens 1 % der Bilanzsumme zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, beträgt. *Zur Klarstellung wird festgehalten*, dass dieser

**§ 9**  
**PRESENTATION PERIOD, PRESCRIPTION**

The presentation period provided for in section 801 paragraph 1, sentence 1 of the German Civil Code (*Bürgerliches Gesetzbuch*) is reduced to ten years for the Notes. The period of limitation for claims under the Notes presented during the period for presentation will be two years calculated from the expiration of the relevant presentation period.

**§ 10**  
**EVENTS OF DEFAULT**

- (1) *Events of Default.* If an Event of Default occurs and is continuing, each Holder shall be entitled to declare due and payable by submitting a Termination Notice pursuant to paragraph (2) to the Paying Agent its entire claims arising from the Notes and demand (subject to paragraph (4) below) immediate redemption at the principal amount thereof together with unpaid interest accrued to (but excluding) the date of actual redemption. Each of the following is an “**Event of Default**”:
- (a) The Issuer fails to pay principal, interest or any other amounts due under the Notes within 20 days from the relevant due date; or
- (b) the Issuer fails to duly perform any other material obligation arising from the Notes (including the obligations under § 11) and such failure, if capable of remedy, continues unremedied for more than 40 days after the Paying Agent has received a request at least in text form (section 126b of the German Civil Code, *Bürgerliches Gesetzbuch*) thereof in the manner set forth in paragraph (2) from a Holder to perform such obligation; or
- (c) any Financial Indebtedness of the Issuer or any Material Subsidiary (other than under the Notes) becomes due and payable prior to its specified maturity (whether by declaration, automatic acceleration or otherwise) as a result of an event of default (howsoever described), *provided that* the aggregate amount of such Financial Indebtedness amounts to at least 1% of the Total Assets as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published. *For the avoidance of doubt*, this paragraph (1)(c) shall not apply, where the Issuer or the relevant



- Absatz (1)(c) keine Anwendung findet, wenn die Emittentin oder die jeweilige Wesentliche Tochtergesellschaft nach Treu und Glauben bestreitet, dass diese Zahlungsverpflichtung besteht, fällig ist oder die Anforderungen für die vorzeitige Fälligestellung erfüllt sind; oder
- (d) die Emittentin gibt ihre Zahlungsunfähigkeit bekannt oder stellt ihre Zahlungen generell ein; oder
- (e) gegen die Emittentin wird ein Insolvenzverfahren eingeleitet und nicht innerhalb von 90 Tagen aufgehoben oder ausgesetzt, oder die Emittentin beantragt oder leitet ein solches Verfahren ein, oder
- (f) die Emittentin geht in Liquidation, es sei denn, dies geschieht im Zusammenhang mit einer Verschmelzung oder einer anderen Form des Zusammenschlusses mit einer anderen Gesellschaft und die andere Gesellschaft übernimmt alle Verpflichtungen, die die Emittentin im Zusammenhang mit den Schuldverschreibungen eingegangen ist.
- (2) *Kündigungserklärungen.* Eine Erklärung eines Gläubigers (i) gemäß Absatz (1)(b) oder (ii) zur Kündigung seiner Schuldverschreibungen gemäß diesem § 10 (eine „**Kündigungserklärung**“) hat in der Weise zu erfolgen, dass der Gläubiger der Zahlstelle eine entsprechende Erklärung in Textform (§ 126b Bürgerliches Gesetzbuch) in deutscher oder englischer Sprache übermittelt und dabei durch eine Bescheinigung seiner Depotbank (wie in § 17(4) definiert) nachweist, dass er die betreffenden Schuldverschreibungen zum Zeitpunkt der Kündigungserklärung hält.
- (3) *Heilung.* Zur Klarstellung wird festgehalten, dass das Recht zur Kündigung der Schuldverschreibungen gemäß diesem § 10 erlischt, falls der Kündigungsgrund vor Ausübung des Rechts geheilt worden ist; es ist zulässig, den Kündigungsgrund gemäß Absatz (1)(c) durch Rückzahlung der maßgeblichen Finanzverbindlichkeiten in voller Höhe zu heilen.
- (4) *Quorum.* In den Fällen gemäß den Absätzen (1)(b) bis (c) wird eine Kündigungserklärung erst wirksam, wenn bei der Zahlstelle Kündigungserklärungen von Gläubigern im Nennbetrag von mindestens 15 % des Gesamtnennbetrages der dann ausstehenden Schuldverschreibungen eingegangen sind.
- Material Subsidiary contests in good faith that such payment obligation exists, is due or the requirements for the acceleration are satisfied; or
- (d) the Issuer announces its inability to meet its financial obligations or ceases its payments generally; or
- (e) insolvency proceedings against the Issuer are instituted and have not been discharged or stayed within 90 days, or the Issuer applies for or institutes such proceedings; or
- (f) the Issuer enters into liquidation unless this is done in connection with a merger or other form of combination with another company and such company assumes all obligations of the Issuer in connection with the Notes.
- (2) *Termination Notices.* Any notice by a Holder (i) in accordance with paragraph (1)(b) or (ii) to terminate its Notes in accordance with this § 10 (a “**Termination Notice**”) shall be made by means of a declaration made in text form (section 126b of the German Civil Code, *Bürgerliches Gesetzbuch*) to the Paying Agent in the German or English language delivered together with evidence by means of a certificate of the Holder’s Custodian (as defined in § 17(4)) that such Holder, at the time of such Termination Notice, is a holder of the relevant Notes.
- (3) *Cure.* For the avoidance of doubt, the right to declare Notes due in accordance with this § 10 shall terminate if the situation giving rise to it has been cured before the right is exercised and it shall be permissible to cure the Event of Default pursuant to paragraph (1)(c) by repaying in full the relevant Financial Indebtedness.
- (4) *Quorum.* In the events specified in paragraph (1)(b) to (c), any notice declaring Notes due shall become effective only when the Paying Agent has received such default notices from the Holders representing at least 15% of the aggregate principal amount of the Notes then outstanding.

**§ 11**  
**VERPFLICHTUNGSERKLÄRUNGEN**

(1) *Beschränkungen für das Eingehen von Finanzverbindlichkeiten.* Die Emittentin verpflichtet sich, nach dem Begebungstag keine Finanzverbindlichkeiten einzugehen und sicherzustellen, dass ihre Tochtergesellschaften nach dem Begebungstag keine Finanzverbindlichkeiten eingehen, wenn unmittelbar nach dem Wirksamwerden der Eingehung solcher weiterer Finanzverbindlichkeiten (unter Berücksichtigung der Verwendung der aus einer solchen Eingehung resultierenden Nettozuflüsse):

(a) das Verhältnis der (i) Summe aus (x) den Konsolidierten Nettofinanzverbindlichkeiten der Gruppe zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, und (y) den Neuen Finanzverbindlichkeiten, die seit dem unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, eingegangen wurden, zu der (ii) Summe aus (unter Ausschluss einer Doppelberücksichtigung) (x) der Bilanzsumme zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, (y) den Kaufpreisen für Immobilienvermögen (ohne Abzüge für übernommene Finanzverbindlichkeiten), das seit dem unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, erworben wurde oder für dessen Erwerb seit diesem Zeitpunkt eine Verpflichtung eingegangen wurde, und (z) der Zuflüsse aus Finanzverbindlichkeiten, die seit dem unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, eingegangen wurden (jedoch nur soweit diese Zuflüsse nicht zum Erwerb von Immobilienvermögen oder zur Verringerung von Finanzverbindlichkeiten verwendet wurden) (dieses Verhältnis in Bezug auf einen beliebigen Zeitpunkt der „**Verschuldungsgrad (LTV)**“ zu dem entsprechenden Zeitpunkt) 60 % übersteigen würde; oder

(b) das Verhältnis (i) der Summe aus (x) den Besicherten Finanzverbindlichkeiten zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, und (y) den Neuen Besicherten Finanzverbindlichkeiten, die seit dem unmittelbar

**§ 11**  
**COVENANTS**

(1) *Limitations on the Incurrence of Financial Indebtedness.* The Issuer undertakes that it will not, and will procure that none of its Subsidiaries will, after the Issue Date, incur any Financial Indebtedness if, immediately after giving effect to the incurrence of such additional Financial Indebtedness (taking into account the application of the net proceeds of such incurrence),

(a) the ratio of (i) the sum of (x) the Consolidated Net Financial Indebtedness of the Group as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published and (y) the New Financial Indebtedness incurred since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published to (ii) the sum of (without duplication) (x) the Total Assets as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published, (y) the purchase prices of any Real Estate Property (without any deductions for assumed Financial Indebtedness) acquired or contracted for acquisition since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published and (z) the proceeds of any Financial Indebtedness incurred since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published (but only to the extent such proceeds were not used to acquire Real Estate Property or to reduce Financial Indebtedness) (such ratio, with respect to any date, the “**Loan-to-Value Ratio**” as of that date) would exceed 60%; or

(b) the ratio of (i) the sum of (x) the Secured Financial Indebtedness as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published and (y) the New Secured Financial Indebtedness incurred since the

vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, eingegangen wurden, zu (ii) der Summe aus (unter Ausschluss einer Doppelberücksichtigung) (x) der Bilanzsumme zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, (y) der Kaufpreise für Immobilienvermögen (ohne Abzüge für übernommene Finanzverbindlichkeiten), das seit dem unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, erworben wurde oder für dessen Erwerb seit diesem Zeitpunkt eine Verpflichtung eingegangen wurde, und (z) der Zuflüsse aus Finanzverbindlichkeiten, die seit dem unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, eingegangen wurden (jedoch nur soweit diese Zuflüsse nicht zum Erwerb von Immobilienvermögen oder zur Verringerung von Finanzverbindlichkeiten verwendet wurde) (dieses Verhältnis in Bezug auf einen beliebigen Zeitpunkt der „**Verschuldungsgrad (LTV) Besichertes Vermögen**“ zu dem entsprechenden Zeitpunkt) 45 % übersteigen würde; oder

(c) das Verhältnis (i) des Gesamtbetrags des Konsolidierten EBITDA gesamt in den letzten vier aufeinanderfolgenden Quartalen, die vor dem Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, geendet haben, zu (ii) dem Gesamtbetrag des Zahlungswirksamen Zinsergebnisses in den letzten vier aufeinanderfolgenden Quartalen, die vor dem Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, geendet haben, nicht weniger als 1,80 zu 1,00 betragen würde ((i) und (ii) wie von der Emittentin (nach billigem Ermessen) auf Pro-forma-Basis ermittelt (einschließlich einer Pro-forma-Heranziehung der Nettozuflüsse aus den weiteren Finanzverbindlichkeiten), als ob die weiteren Finanzverbindlichkeiten zu Beginn dieser Vier-Quartale-Periode eingegangen worden wären) (dieses Verhältnis in Bezug auf einen beliebigen Zeitpunkt der „**Zinsdeckungsgrad**“ zu dem entsprechenden Zeitpunkt).

(2) *Berichte.* Solange Schuldverschreibungen ausstehen, veröffentlicht die Emittentin die folgenden Angaben auf ihrer Internetseite:

immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published to (ii) the sum of (without duplication) (x) Total Assets as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published, (y) the purchase prices of any Real Estate Property (without any deductions for assumed Financial Indebtedness) acquired or contracted for acquisition since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published and (z) the proceeds of any Financial Indebtedness incurred since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published (but only to the extent such proceed were not used to acquire Real Estate Property or to reduce Financial Indebtedness) (such ratio, with respect to any date, the “**Secured Loan-to-Value Ratio**” as of that date) would exceed 45%; or

(c) the ratio of (i) the aggregate amount of Consolidated EBITDA total in the respective most recent four consecutive quarters ending prior to the Reporting Date for which Consolidated Financial Statements of the Issuer have been published to (ii) the aggregate amount of Net Cash Interest in the respective most recent four consecutive quarters ending prior to the Reporting Date for which Consolidated Financial Statements of the Issuer have been published would be no less than 1.80 to 1.00 (each of (i) and (ii) determined by the Issuer (in its reasonable judgment) on a *pro forma* basis (including a *pro forma* application of the net proceeds therefrom), as if the additional Financial Indebtedness had been incurred at the beginning of such four quarter period) (such ratio, with respect to any date, the “**Interest Coverage Ratio**” as of that date).

(2) *Reports.* For so long as any Notes are outstanding, the Issuer shall post on its website,

- (a) Innerhalb von 120 Tagen nach dem Ende jedes Geschäftsjahrs der Emittentin einen Geschäftsbericht mit einem geprüften Konzernabschluss in Übereinstimmung mit den in der Europäischen Union anwendbaren International Financial Reporting Standards (IFRS) und einem Lagebericht in Übereinstimmung mit Artikel 68 des luxemburgischen Gesetzes vom 19. Dezember 2002 über das Handels- und Gesellschaftsregister und die Rechnungslegung und Jahresabschlüsse von Gesellschaften (in der jeweils geltenden Fassung); und
- (b) innerhalb von 60 Tagen nach dem Ende jedes der ersten drei Quartale in jedem Geschäftsjahr der Emittentin einen ungeprüften verkürzten Konzern-Zwischenabschluss in Übereinstimmung mit den in der Europäischen Union anwendbaren International Financial Reporting Standards (IFRS) bzw. eine Quartalsmitteilung in Übereinstimmung mit den Anforderungen der Frankfurter Wertpapierbörse.

## § 12 ERSETZUNG

- (1) *Ersetzung.* Die Emittentin ist berechtigt, wenn kein Zahlungsverzug hinsichtlich Kapital oder Zinsen auf die Schuldverschreibungen vorliegt, jederzeit ohne die Zustimmung der Gläubiger ein mit der Emittentin verbundenes Unternehmen an Stelle der Emittentin als Hauptschuldnerin (die „**Nachfolgeschuldnerin**“) für alle Verpflichtungen aus oder im Zusammenhang mit den Schuldverschreibungen einzusetzen, *vorausgesetzt, dass:*
  - (a) die Nachfolgeschuldnerin alle Verpflichtungen der Emittentin im Zusammenhang mit den Schuldverschreibungen rechtswirksam übernimmt;
  - (b) die Nachfolgeschuldnerin und die Emittentin alle für die Ersetzung notwendigen Genehmigungen und Zustimmungen von staatlichen Stellen und Aufsichtsbehörden erhalten haben, die Nachfolgeschuldnerin alle für die Erfüllung ihrer Verpflichtungen aus den Schuldverschreibungen notwendigen Genehmigungen und Zustimmungen von staatlichen Stellen und Aufsichtsbehörden erhalten hat und sämtliche dieser Genehmigungen und Zustimmungen in vollem Umfang gültig und wirksam sind und die Verpflichtungen der Nachfolgeschuldnerin aus den Schuldverschreibungen gemäß ihren Bestimmungen wirksam und rechtsverbindlich und durch

- (a) within 120 days after the end of each of the Issuer's fiscal years, annual reports containing the audited consolidated financial statements in accordance with the International Financial Reporting Standards (IFRS) as adopted by the European Union and the management report in accordance with Article 68 of the Luxembourg law of 19 December 2002 on the register of commerce and companies and the accounting and annual accounts of undertakings, as amended; and
- (b) within 60 days after the end of each of the first three fiscal quarters in each fiscal year of the Issuer, unaudited condensed consolidated quarterly financial statements in accordance with the International Financial Reporting Standards (IFRS) as adopted by the European Union or a quarterly statement in accordance with the requirements of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*).

## § 12 SUBSTITUTION

- (1) *Substitution.* The Issuer may, without the consent of the Holders, if no payment of principal of or interest on any of the Notes is in default, at any time substitute for the Issuer any affiliate of the Issuer as principal debtor in respect of all obligations arising from or in connection with these Notes (the “**Substitute Debtor**”) *provided that:*
  - (a) the Substitute Debtor, in a manner legally effective, assumes all obligations of the Issuer in respect of the Notes;
  - (b) the Substitute Debtor and the Issuer have obtained all necessary governmental and regulatory approvals and consents for such substitution, that the Substitute Debtor has obtained all necessary governmental and regulatory approvals and consents for the performance by the Substitute Debtor of its obligations under the Notes and that all such approvals and consents are in full force and effect and that the obligations assumed by the Substitute Debtor in respect of the Notes are valid and binding in accordance with their respective terms and enforceable by each Holder;

jeden Gläubiger durchsetzbar sind;

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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| <p>(c) die Nachfolgeschuldnerin alle für die Erfüllung der Zahlungsverpflichtungen aus den Schuldverschreibungen erforderlichen Beträge in der erforderlichen Währung an die Zahlstelle überweisen kann, ohne zum Einbehalt oder Abzug von Steuern oder sonstigen Abgaben gleich welcher Art verpflichtet zu sein, die in dem Land erhoben werden, in dem die Nachfolgeschuldnerin oder die Emittentin ihren Sitz hat oder steuerlich ansässig ist;</p> <p>(d) die Nachfolgeschuldnerin sich verpflichtet hat, jeden Gläubiger hinsichtlich solcher Steuern, Abgaben, Festsetzungen oder behördlichen Lasten freizustellen, die einem Gläubiger im Zusammenhang mit der Ersetzung auferlegt werden;</p> <p>(e) die Emittentin (in derartiger Eigenschaft, die „<b>Garantin</b>“) unwiderruflich und unbedingt gegenüber den Gläubigern die Zahlung aller von der Nachfolgeschuldnerin auf die Schuldverschreibungen zahlbaren Beträge zu Bedingungen garantiert (die „<b>Garantie</b>“), die sicherstellen, dass jeder Gläubiger in der wirtschaftlichen Position ist, die mindestens so vorteilhaft ist wie die Position, in der die Gläubiger wären, wenn die Ersetzung nicht stattgefunden hätte; und</p> <p>(f) die Emittentin einem zu diesem Zweck bestellten Beauftragten ein Rechtsgutachten bezüglich jeder betroffenen Rechtsordnung von anerkannten Rechtsanwälten vorgelegt hat, das bestätigt, dass die Bestimmungen in den vorstehenden Unterabsätzen (a) bis (d) erfüllt worden sind.</p> | <p>(c) the Substitute Debtor can transfer to the Paying Agent in the currency required and without being obligated to withhold or deduct any taxes or other duties of whatever nature levied by the country in which the Substitute Debtor or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Notes;</p> <p>(d) the Substitute Debtor has agreed to indemnify and hold harmless each Holder against any tax, duty, assessment or governmental charge imposed on such Holder in respect of such substitution;</p> <p>(e) the Issuer (in such capacity, the „<b>Guarantor</b>“) irrevocably and unconditionally guarantees (the „<b>Guarantee</b>“) in favor of each Holder the payment of all sums payable by the Substitute Debtor in respect of the Notes on terms which ensure that each Holder will be put in an economic position that is at least as favorable as that which would have existed if the substitution had not taken place; and</p> <p>(f) the Issuer shall have delivered to an agent appointed for that purpose one legal opinion for each jurisdiction affected of lawyers of recognized standing to the effect that subparagraphs (a) to (d) above have been satisfied.</p> |
| <p>(2) <i>Bekanntmachung.</i> Jede Ersetzung der Emittentin gemäß diesem § 12 sowie das Datum, an dem die Ersetzung wirksam wird, ist gemäß § 15 bekanntzugeben.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <p>(2) <i>Notice.</i> Any substitution of the Issuer pursuant to this § 12 and the date of effectiveness of such substitution shall be published in accordance with § 15.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>(3) <i>Änderung von Bezugnahmen.</i> Mit Wirksamwerden der Ersetzung gilt jede Bezugnahme in diesen Anleihebedingungen auf die Emittentin (mit Ausnahme der Bezugnahme auf die Emittentin in § 11) ab dem Zeitpunkt der Ersetzung als Bezugnahme auf die Nachfolgeschuldnerin, und jede Bezugnahme auf das Großherzogtum Luxemburg und die maßgebliche Steuerjurisdiktion im Hinblick auf die Emittentin gilt ab diesem Zeitpunkt als Bezugnahme auf die im Hinblick auf die Nachfolgeschuldnerin maßgebliche Steuerjurisdiktion. Mit Wirksamwerden der Ersetzung gilt jede Bezugnahme auf die Emittentin in § 11 ab dann als Bezugnahme auf die Garantin. Zudem gilt eine Bezugnahme auf die Garantin in § 3 und § 10(1)(c)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>(3) <i>Change of References.</i> Upon effectiveness of the substitution any reference in these Terms and Conditions to the Issuer (other than references to the Issuer in § 11) shall from then on be deemed to refer to the Substitute Debtor and any reference to the Grand Duchy of Luxembourg and the relevant Taxing Jurisdiction with respect to the Issuer shall from then on be deemed to refer to the relevant taxing jurisdiction with respect to the Substitute Debtor. Upon effectiveness of the substitution any reference to the Issuer in § 11 shall from then on be deemed to refer to the Guarantor. In addition, in § 3 and § 10(1)(c) to (f) a reference to the Guarantor shall be deemed to have been included in addition to the reference according to the first</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

bis (f) als einbezogen (zusätzlich zur Bezugnahme auf die Nachfolgeschuldnerin gemäß dem ersten Satz dieses Absatzes (3)). Darüber hinaus gilt im Falle einer solchen Ersetzung ein weiterer Kündigungsgrund in § 10(1) als vereinbart; ein solcher Kündigungsgrund soll bestehen, falls die Garantie aus irgendeinem Grund unwirksam ist oder wird.

- (4) *Weitere Ersetzungen.* Die Nachfolgeschuldnerin ist jederzeit nach einer Ersetzung gemäß vorstehendem Absatz (1) berechtigt, ohne die Zustimmung der Gläubiger eine weitere Ersetzung vorzunehmen, vorausgesetzt, dass alle Bestimmungen der vorstehenden Absätze (1) bis (3) sinngemäß Anwendung finden und, ohne hierauf beschränkt zu sein, Bezugnahmen in diesen Anleihebedingungen auf die Emittentin, sofern der Zusammenhang dies verlangt, (auch) als Bezugnahmen auf jede weitere Nachfolgeschuldnerin gelten, wobei die Ersetzung gemäß diesem § 12 in keinem Fall die Wirkung einer Befreiung der Emittentin von irgendwelchen Verpflichtungen aus ihrer Garantie hat.

### **§ 13 BEGEBUNG WEITERER SCHULDVERSCHREIBUNGEN, ANKAUF UND ENTWERTUNG**

- (1) *Begebung weiterer Schuldverschreibungen.* Die Emittentin ist, vorbehaltlich der Bestimmungen des § 11, berechtigt, jederzeit ohne Zustimmung der Gläubiger weitere Schuldverschreibungen mit in jeder Hinsicht gleicher Ausstattung (gegebenenfalls mit Ausnahme des jeweiligen Begebungstags, des Verzinsungsbeginns, der ersten Zinszahlung und/oder des Ausgabepreises) in der Weise zu begeben, dass sie mit diesen Schuldverschreibungen eine einheitliche Serie bilden.
- (2) *Ankauf.* Die Emittentin ist berechtigt, jederzeit Schuldverschreibungen im Markt oder anderweitig zu jedem beliebigen Preis zu kaufen. Die von der Emittentin erworbenen Schuldverschreibungen können nach Wahl der Emittentin von ihr gehalten, weiterverkauft oder bei der Zahlstelle zwecks Entwertung eingereicht werden.
- (3) *Entwertung.* Sämtliche vollständig zurückgezahlten Schuldverschreibungen sind unverzüglich zu entwerten und können nicht wiederbegeben oder wiederverkauft werden.

### **§ 14 ÄNDERUNG DER ANLEIHEBEDINGUNGEN DURCH BESCHLÜSSE DER GLÄUBIGER, GEMEINSAMER VERTRETER**

- (1) *Änderung der Anleihebedingungen.* Die Emittentin kann mit den Gläubigern Änderungen der Anleihebedingungen oder sonstige Maßnahmen durch Mehrheitsbeschluss der Gläubiger nach

sentence of this paragraph (3) to the Substitute Debtor. Furthermore, in the event of such substitution, a further event of default shall be deemed to be included in § 10(1); such event of default shall exist in the case that the Guarantee is or becomes invalid for any such reason.

- (4) *Further Substitution.* At any time after a substitution pursuant to paragraph (1) above, the Substitute Debtor may, without the consent of the Holders, effect a further substitution *provided that* all the provisions specified in paragraphs (1) to (3) above shall apply, *mutatis mutandis*, and, without limitation, references in these Terms and Conditions to the Issuer shall, where the context so requires, be deemed to be or include references to any such further Substitute Debtor, *provided that* in no event shall any substitution under this § 12 have the effect of releasing the Issuer from any of its obligations under its Guarantee.

### **§ 13 FURTHER ISSUES, PURCHASES AND CANCELLATION**

- (1) *Further Issues.* Subject to § 11, the Issuer may from time to time, without the consent of the Holders, issue further Notes having the same terms and conditions as the Notes in all respects (or in all respects except for the relevant issue date, interest commencement date, first interest payment date and/or issue price) so as to form a single series with the Notes.
- (2) *Purchases.* The Issuer may at any time purchase Notes in the open market or otherwise and at any price. Notes purchased by the Issuer may, at the option of the Issuer, be held, resold or surrendered to the Paying Agent for cancellation.
- (3) *Cancellation.* All Notes redeemed in full shall be cancelled forthwith and may not be reissued or resold.

### **§ 14 AMENDMENTS OF THE TERMS AND CONDITIONS BY RESOLUTIONS OF HOLDERS, JOINT REPRESENTATIVE**

- (1) *Amendment of the Terms and Conditions.* The Issuer may agree with the Holders on amendments to the Terms and Conditions or on other matters by virtue of a majority resolution of the Holders

Maßgabe der §§ 5 ff. des Gesetzes über Schuldverschreibungen aus Gesamtemissionen („SchVG“) in seiner jeweils geltenden Fassung beschließen. Die Gläubiger können insbesondere einer Änderung wesentlicher Inhalte der Anleihebedingungen, einschließlich der in § 5 Abs. 3 SchVG vorgesehenen Maßnahmen, durch Beschlüsse mit den in dem nachstehenden Absatz (2) genannten Mehrheiten zustimmen. Ein ordnungsgemäß gefasster Mehrheitsbeschluss ist für alle Gläubiger gleichermaßen verbindlich.

- (2) *Mehrheit.* Vorbehaltlich des nachstehenden Satzes und der Erreichung der erforderlichen Beschlussfähigkeit beschließen die Gläubiger mit der einfachen Mehrheit der an der Abstimmung teilnehmenden Stimmrechte. Beschlüsse, durch welche der wesentliche Inhalt der Anleihebedingungen geändert wird, insbesondere in den Fällen des § 5 Abs. 3 Nr. 1 bis 9 SchVG, oder über sonstige wesentliche Maßnahmen bedürfen zu ihrer Wirksamkeit einer Mehrheit von mindestens 75 % der an der Abstimmung teilnehmenden Stimmrechte (eine „**Qualifizierte Mehrheit**“).
- (3) *Beschlussfassung.* Die Anleihegläubiger können Beschlüsse in einer Gläubigerversammlung gemäß §§ 5 ff. SchVG oder im Wege einer Abstimmung ohne Versammlung gemäß § 18 und §§ 5 ff. SchVG fassen.
- (4) *Gläubigerversammlung.* Die Teilnahme an der Gläubigerversammlung und die Ausübung der Stimmrechte ist von einer vorherigen Anmeldung der Anleihegläubiger abhängig. Die Anmeldung muss unter der in der Bekanntmachung der Einberufung mitgeteilten Adresse spätestens am dritten Tag vor der Gläubigerversammlung zugehen. Mit der Anmeldung müssen die Anleihegläubiger ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß § 17(4)(i)(a) und (b) dieser Anleihebedingungen und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Absendung der Anmeldung (einschließlich) bis zum angegebenen Ende der Gläubigerversammlung (einschließlich) nicht übertragbar sind, nachweisen.
- (5) *Abstimmung ohne Versammlung.* Sollen Beschlüsse der Gläubiger durch eine Abstimmung ohne Versammlung nach § 18 SchVG gefasst werden, müssen die Gläubiger, zusammen mit der Stimmabgabe, ihre Berechtigung zur Teilnahme an der Abstimmung durch einen in Textform erstellten besonderen Nachweis der Depotbank gemäß § 17(4)(i)(a) und (b) dieser Anleihebedingungen und durch Vorlage eines Sperrvermerks der Depotbank, aus dem hervorgeht, dass die betreffenden Schuldverschreibungen ab dem Tag der Stimmabgabe (einschließlich) bis zum Tag, an dem der

pursuant to sections 5 et seqq. of the German Act on Issues of Debt Securities (“SchVG”), as amended from time to time. In particular, the Holders may consent to amendments which materially change the substance of the Terms and Conditions, including such measures as provided for under section 5 paragraph 3 of the SchVG by resolutions passed by such majority of the votes of the Holders as stated under paragraph (2) below. A duly passed majority resolution shall be binding equally upon all Holders.

- (2) *Majority.* Except as provided by the following sentence and *provided that* the quorum requirements are being met, the Holders may pass resolutions by simple majority of the voting rights participating in the vote. Resolutions which materially change the substance of the Terms and Conditions, in particular in the cases of section 5 paragraph 3 numbers 1 through 9 of the SchVG, or relating to material other matters may only be passed by a majority of at least 75% of the voting rights participating in the vote (a “**Qualified Majority**”).
- (3) *Passing of Resolutions.* The Holders may pass resolutions in a meeting (*Gläubigerversammlung*) in accordance with §§ 5 et seqq. of the SchVG or by means of a vote without a meeting (*Abstimmung ohne Versammlung*) in accordance with § 18 and §§ 5 et seqq. of the SchVG.
- (4) *Meeting.* Attendance at the meeting (*Gläubigerversammlung*) and exercise of voting rights is subject to the Holders’ registration. The registration must be received at the address stated in the convening notice (*Einberufung*) no later than the third day preceding the meeting. As part of the registration, Holders must demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 17(4)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from and including the day such registration has been sent until and including the stated end of the meeting.
- (5) *Vote without a meeting.* If resolutions of the Holders shall be made by means of a vote without a meeting (*Abstimmung ohne Versammlung*) Holders must, together with casting their votes, demonstrate their eligibility to participate in the vote by means of a special confirmation of the Custodian in accordance with § 17(4)(i)(a) and (b) hereof in text form and by submission of a blocking instruction by the Custodian stating that the relevant Notes are not transferable from (and including) the day such votes have been cast to

Abstimmungszeitraum endet (einschließlich), nicht übertragbar sind, nachweisen.

(and including) the day the voting period ends.

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| (6) | <i>Zweite Gläubigerversammlung.</i> Wird für die Gläubigerversammlung gemäß Absatz (4) oder die Abstimmung ohne Versammlung gemäß Absatz (5) die mangelnde Beschlussfähigkeit festgestellt, kann - im Fall der Gläubigerversammlung - der Vorsitzende eine zweite Versammlung im Sinne von § 15 Abs. 3 Satz 2 SchVG und - im Fall der Abstimmung ohne Versammlung - der Abstimmungsleiter eine Gläubigerversammlung einberufen, die als zweite Versammlung im Sinne des § 15 Abs. 3 Satz 3 SchVG anzusehen ist. Die Teilnahme an der zweiten Gläubigerversammlung und die Ausübung der Stimmrechte sind von einer Anmeldung der Gläubiger abhängig. Für die Anmeldung der Gläubiger zu einer zweiten Versammlung gilt Absatz (4) Satz 3 entsprechend. | (6) | <i>Second Noteholders' Meeting.</i> If it is ascertained that no quorum exists for the meeting pursuant to paragraph (4) or the vote without a meeting pursuant to paragraph (5), in case of a meeting the chairman ( <i>Vorsitzender</i> ) may convene a second meeting in accordance with section 15 paragraph 3 sentence 2 of the SchVG or in case of a vote without a meeting, the scrutineer ( <i>Abstimmungsleiter</i> ) may convene a noteholders' meeting, which shall be deemed to be a second noteholders' meeting within the meaning of section 15 paragraph 3 sentence 3 of the SchVG. Attendance at the second noteholders' meeting and exercise of voting rights is subject to the Holders' registration. The provisions set out in paragraph (4) sentence 3 shall apply <i>mutatis mutandis</i> to the Holders' registration for a second meeting. |
| (7) | <i>Gemeinsamer Vertreter.</i> Die Gläubiger können durch Mehrheitsbeschluss die Bestellung oder Abberufung eines gemeinsamen Vertreters (der „ <b>Gemeinsame Vertreter</b> “), die Aufgaben und Befugnisse des Gemeinsamen Vertreters, die Übertragung von Rechten der Gläubiger auf den Gemeinsamen Vertreter und eine Beschränkung der Haftung des Gemeinsamen Vertreters bestimmen. Die Bestellung eines Gemeinsamen Vertreters bedarf einer Qualifizierten Mehrheit, wenn er ermächtigt werden soll, Änderungen des wesentlichen Inhalts der Anleihebedingungen oder anderen wesentlichen Maßnahmen gemäß § 14(2) dieser Anleihebedingungen zuzustimmen.                                                                                          | (7) | <i>Holder's Representative.</i> The Holders may by majority resolution provide for the appointment or dismissal of a joint representative (the “ <b>Holder's Representative</b> ”), the duties and responsibilities and the powers of such Holder's Representative, the transfer of the rights of the Holders to the Holder's Representative and a limitation of liability of the Holder's Representative. Appointment of a Holder's Representative may only be passed by a Qualified Majority if such Holder's Representative is to be authorized to consent, in accordance with § 14(2) hereof, to a material change in the substance of the Terms and Conditions or other material matters.                                                                                                                                                                    |
| (8) | <i>Veröffentlichung.</i> Bekanntmachungen betreffend diesen § 14 erfolgen ausschließlich gemäß den Bestimmungen des SchVG.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | (8) | <i>Publication.</i> Any notices concerning this § 14 shall be made exclusively pursuant to the provisions of the SchVG.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| (9) | <i>Ersetzung.</i> Die Vorschriften dieses § 14 finden auf eine Ersetzung der Emittentin gemäß § 12 keine Anwendung. Im Fall einer solchen Ersetzung erstrecken sie sich jedoch auf eine gemäß § 12 Abs. (1) lit. (e) abzugebende Garantie.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | (9) | <i>Substitution.</i> The provisions of this § 14 do not apply to a substitution of the Issuer pursuant to § 12. In the event of such substitution, they do however apply to a guarantee to be given pursuant to § 12 (1) lit. (e).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

## § 15 MITTEILUNGEN

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| (1) | <i>Mitteilungen.</i> Alle die Schuldverschreibungen betreffenden Mitteilungen werden auf der Internetseite der Emittentin unter <a href="http://www.adler-group.com">www.adler-group.com</a> elektronisch veröffentlicht, wenn nicht in § 14(8) anders vorgesehen, sowie, falls gesetzlich vorgeschrieben, in den gesetzlich vorgesehenen zusätzlichen Medien. Jede derartige Mitteilung gilt am dritten Kalendertag nach dem Tag der Veröffentlichung (oder bei mehrfacher Veröffentlichung am dritten Kalendertag nach dem Tag der ersten solchen Veröffentlichung) als |
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## § 15 NOTICES

- |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (1) | <i>Notices.</i> Except as stipulated in § 14(8), all notices concerning the Notes will be made by means of electronic publication on the internet website of the Issuer at <a href="http://www.adler-group.com">www.adler-group.com</a> and, if legally required, in the form of media determined by law in addition thereto. Any notice so given will be deemed to have been validly given to the Holders on the third calendar day following the date of such publication (or, if published more than once, on the third calendar day following the date of the first such publication). |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



wirksam gegenüber den Gläubigern erfolgt.

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(2) <i>Mitteilungen an das Clearing System.</i> Wenn eine Veröffentlichung von Mitteilungen nach dem vorstehenden Absatz (1) nicht weiterhin rechtlich oder nach den Regeln der Wertpapierbörse, an denen die Schuldverschreibungen notiert sind, erforderlich ist, kann die Emittentin die betreffende Mitteilung an das Clearingsystem zur Weiterleitung an die Gläubiger übermitteln. Jede derartige Mitteilung gilt am fünften Kalendertag nach dem Tag der Mitteilung an das Clearingsystem als wirksam gegenüber den Gläubigern erfolgt.</p> | <p>(2) <i>Notification to Clearing System.</i> If the publication of notices pursuant to paragraph (1) above is no longer required by law or the rules of the stock exchange on which the Notes are listed, the Issuer may deliver the relevant notice to the Clearing System, for communication by the Clearing System to the Holders. Any such notice shall be deemed to have been validly given to the Holders on the fifth calendar day following the day on which the said notice was given to the Clearing System.</p> |
| <p>(3) <i>Mitteilungen an die Emittentin.</i> Mitteilungen eines Gläubigers an die Emittentin haben in der Weise zu erfolgen, dass der Gläubiger der Zahlstelle eine entsprechende Erklärung zumindest in Textform (§ 126b Bürgerliches Gesetzbuch) übermittelt. Eine derartige Mitteilung kann von jedem Gläubiger gegenüber der Zahlstelle über das Clearingsystem in der von der Zahlstelle und dem Clearingsystem dafür vorgesehenen Weise erfolgen.</p>                                                                                          | <p>(3) <i>Notification to the Issuer.</i> Notices to be given by any Holder to the Issuer shall be made by means of a declaration at least in text form (section 126b of the German Civil Code, <i>Bürgerliches Gesetzbuch</i>) to be delivered to the Paying Agent. Such notice may be given by any Holder to the Paying Agent through the Clearing System in such manner as the Paying Agent and the Clearing System may approve for such purpose.</p>                                                                     |

## § 16 DEFINITIONEN

„**Abgezinsten Marktpreis (Make-Whole Amount)**“ hat die diesem Begriff in § 6[(5)] zugewiesene Bedeutung.]

„**ADLER Konzern**“ hat die diesem Begriff in § 6[(8)](a)(ii) zugewiesene Bedeutung.]

„**Alternativ-Benchmarksatz**“ hat die diesem Begriff in § 4[(10)] zugewiesene Bedeutung.

„**Anpassungsspanne**“ hat die diesem Begriff in § 4[(10)] zugewiesene Bedeutung.

„**Austauschtag**“ hat die diesem Begriff in § 1(3)(b) zugewiesene Bedeutung.]

„**Ausübungszeitraum**“ hat die diesem Begriff in § 6[(8)] zugewiesene Bedeutung.]

„**Begebungstag**“ hat die diesem Begriff in § 1(1) zugewiesene Bedeutung.

„**Benchmark-Änderung**“ hat die diesem Begriff in § 4[(10)] zugewiesene Bedeutung.

„**Benchmark Ereignis**“ hat die diesem Begriff in § 4[(10)] zugewiesene Bedeutung.

„**Benchmark-Rendite**“ hat die diesem Begriff in § 6[(5)] zugewiesene Bedeutung.]

„**Berechnungsstelle**“ hat die diesem Begriff in § 7(1) zugewiesene Bedeutung.]

„**Berichtsstichtag**“ ist der [●] eines jeden Jahres.

## § 16 DEFINITIONS

“**Make-Whole Amount**” has the meaning assigned to such term in § 6[(5)].]

“**ADLER Group**” has the meaning assigned to such term in § 6[(8)](a)(ii).]

“**Alternative Benchmark Rate**” has the meaning assigned to such term in § 4[(10)].

“**Adjustment Spread**” has the meaning assigned to such term in § 4[(10)].

“**Exchange Date**” has the meaning assigned to such term in § 1(3)(b).]

“**Put Period**” has the meaning assigned to such term in § 6[(8)].]

“**Issue Date**” has the meaning assigned to such term in § 1(1).

“**Benchmark Amendments**” has the meaning assigned to such term in § 4[(10)].

“**Benchmark Event**” has the meaning assigned to such term in § 4[(10)].

“**Benchmark Yield**” has the meaning assigned to such term in § 6[(5)].]

“**Calculation Agent**” has the meaning assigned to such term in § 7(1).]

“**Reporting Date**” means [●] of each year.

<p>„<b>Besicherte Finanzverbindlichkeiten</b>“ bezeichnet den Teil der Konsolidierten Nettofinanzverbindlichkeiten, der mit Sicherungsrechten an Immobilien oder sonstigen Vermögenswerten der Emittentin oder ihrer Tochtergesellschaften besichert ist (jeweils nach IFRS ermittelt).</p>	<p>“<b>Secured Financial Indebtedness</b>” means that portion of the Consolidated Net Financial Indebtedness that is secured by a Lien on properties or other assets of the Issuer or any of its Subsidiaries (each as determined in accordance with IFRS).</p>
<p>„<b>Bilanzsumme</b>“ bezeichnet den Wert der konsolidierten Bilanzsumme der Emittentin und der Tochtergesellschaften, der in einer nach IFRS erstellten Konzernbilanz der Emittentin erscheint oder erscheinen würde, wobei die „<i>Bilanzsumme</i>“ die Zuflüsse aus den Finanzverbindlichkeiten, die eingegangen werden, einschließt.</p>	<p>“<b>Total Assets</b>” means the value of the consolidated total assets of the Issuer and the Subsidiaries, as such amount appears, or would appear, on a consolidated balance sheet of the Issuer prepared in accordance with IFRS, <i>provided that</i> “Total Assets” shall include the proceeds of the Financial Indebtedness to be incurred.</p>
<p>[„<b>Bildschirmseite</b>“ hat die diesem Begriff in [§4(2)] [und] § 6(5)] zugewiesene Bedeutung.]</p>	<p>[“<b>Screen Page</b>” has the meaning assigned to such term in [§4(2)] [and] § 6(5)].]</p>
<p>[„<b>CBF</b>“ hat die diesem Begriff in § 1(4) zugewiesene Bedeutung.]</p>	<p>[“<b>CBF</b>” has the meaning assigned to such term in § 1(4).]</p>
<p>[„<b>CBL</b>“ hat die diesem Begriff in § 1(4) zugewiesene Bedeutung.]</p>	<p>[“<b>CBL</b>” has the meaning assigned to such term in § 1(4).]</p>
<p>[„<b>CGN</b>“ hat die diesem Begriff in § 1(4) zugewiesene Bedeutung.]</p>	<p>[“<b>CGN</b>” has the meaning assigned to such term in § 1(4).]</p>
<p>„<b>Clearingsystem</b>“ hat die diesem Begriff in § 1(4) zugewiesene Bedeutung.</p>	<p>“<b>Clearing System</b>” has the meaning assigned to such term in § 1(4).</p>
<p>„<b>Code</b>“ hat die diesem Begriff in § 5(7) zugewiesene Bedeutung.</p>	<p>“<b>Code</b>” has the meaning assigned to such term in § 5(7).</p>
<p>„<b>Common Safekeeper</b>“ hat die diesem Begriff in § 1(3)(a) zugewiesene Bedeutung.</p>	<p>“<b>Common Safekeeper</b>” has the meaning assigned to such term in § 1(3)(a).</p>
<p>„<b>Dauerglobalurkunde</b>“ hat die diesem Begriff in § 1(3)(a) zugewiesene Bedeutung.</p>	<p>“<b>Permanent Global Note</b>” has the meaning assigned to such term in § 1(3)(a).</p>
<p>„<b>Depotbank</b>“ hat die diesem Begriff in § 17(4) zugewiesene Bedeutung.</p>	<p>“<b>Custodian</b>” has the meaning assigned to such term in § 17(4).</p>
<p>„<b>Eingehen</b>“ bezeichnet in Bezug auf eine Finanzverbindlichkeit oder eine sonstige Verbindlichkeit einer Person die Begründung oder Übernahme dieser Finanzverbindlichkeit oder dieser sonstigen Verbindlichkeit oder die Abgabe einer Garantie oder Bürgschaft oder anderweitige Übernahme der Haftung für diese Finanzverbindlichkeit oder diese sonstige Verbindlichkeit; das „<b>Eingehen</b>“ bzw. „<b>eingegangen</b>“ sind entsprechend auszulegen.</p>	<p>“<b>Incur</b>” means, with respect to any Financial Indebtedness or other obligation of any Person, to create, assume, guarantee or otherwise become liable in respect of such Financial Indebtedness or other obligation, and “<b>incurrence</b>” and “<b>incurred</b>” have the meanings correlative to the foregoing.</p>
<p>„<b>Emittentin</b>“ hat die diesem Begriff in § 1(1) zugewiesene Bedeutung.</p>	<p>“<b>Issuer</b>” has the meaning assigned to such term in § 1(1).</p>
<p>[„<b>Emittenten Wahl-Rückzahlungsbetrag</b>“ hat die diesem Begriff in § 6(4)] zugewiesene Bedeutung.]</p>	<p>[“<b>Issuer Call Redemption Date</b>” has the meaning assigned to such term in § 6(4)].]</p>
<p>[„<b>Ereignis-Wahl Rückzahlungsbetrag</b>“ hat die diesem Begriff in § 6(7)] zugewiesene Bedeutung.]</p>	<p>[“<b>Trigger Call Redemption Amount</b>” has the meaning assigned to such term in § 6(7)].]</p>
<p>[„<b>Ereignis-Wahl Rückzahlungstag</b>“ hat die diesem Begriff in § 6(7)] zugewiesene Bedeutung.]</p>	<p>[“<b>Trigger Call Redemption Date</b>” has the meaning assigned to such term in § 6(7)].]</p>
<p>[„<b>Euroclear</b>“ hat die diesem Begriff in § 1(4) zugewiesene Bedeutung.]</p>	<p>[“<b>Euroclear</b>” has the meaning assigned to such term in § 1(4).]</p>

[„**Euro-Zone**“ hat die diesem Begriff in § 4(2) zugewiesene Bedeutung.]

[“**Euro-zone**” has the meaning assigned to such term in § 4(2).]

„**Fälligkeitstag**“ hat die diesem Begriff in § 6(1) zugewiesene Bedeutung.

“**Maturity Date**” has the meaning assigned to such term in § 6(1).

„**Festgelegte Stückelung**“ hat die diesem Begriff in § 1(1) zugewiesene Bedeutung.

“**Specified Denomination**” has the meaning assigned to such term in § 1(1).

„**Finanzverbindlichkeiten**“ bezeichnet (unter Ausschluss einer Doppelberücksichtigung) alle Verbindlichkeiten (ausgenommen solche gegenüber anderen Mitgliedern der Gruppe) aus:

“**Financial Indebtedness**” means (without duplication) any indebtedness (excluding any indebtedness owed to another member of the Group) for or in respect of:

- (i) aufgenommenen Geldern;
- (ii) allen im Rahmen von Akzeptkrediten oder eines dematerialisierten Äquivalents aufgenommenen Beträge;
- (iii) allen im Rahmen von Fazilitäten zum Kauf kurzfristiger Schuldtitel oder im Rahmen der Begebung von Anleihen, Schuldverschreibungen, Commercial Paper oder vergleichbaren Instrumenten aufgenommenen Beträgen;
- (iv) veräußerten oder diskontierten Forderungen (außer bei einem Forderungsverkauf ohne Rückgriffsrecht);
- (v) der Aufnahme von Beträgen im Rahmen anderer Rechtsgeschäfte (einschließlich Termingeschäften), die die wirtschaftliche Wirkung einer Kreditaufnahme haben, ausgenommen jedoch Bankgarantie-Fazilitäten, die der Emittentin oder einer Tochtergesellschaft von Finanzinstituten gewährt werden oder gewährt werden sollen und in deren Rahmen die Emittentin bzw. die jeweilige Tochtergesellschaft die Ausstellung einer oder mehrerer Bankgarantien zugunsten einer Person verlangen kann, die sich zum Erwerb von Immobilienvermögen von der Emittentin oder einer Tochtergesellschaft verpflichtet hat;
- (vi) einem Aufwendungsersatzanspruch in Bezug auf eine Bürgschaft, eine Freistellungsverpflichtung, eine Garantie, ein Standby- oder Dokumentenakkreditiv oder ein anderes von einer Bank oder einem Finanzinstitut ausgestelltes Instrument; und
- (vii) Verbindlichkeiten aus einer Garantie, Bürgschaft oder Freistellungsverpflichtung in Bezug auf Verbindlichkeiten der in den vorstehenden Absätzen (i) bis (vi) genannten Art,

- (i) money borrowed;
- (ii) any amount raised by acceptance under any acceptance credit facility or a dematerialized equivalent;
- (iii) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, commercial papers or any similar instrument;
- (iv) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (v) any amounts raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing, but excluding bank guarantee facilities made or to be made available by financial institutions to the Issuer or a Subsidiary under which the Issuer or the respective Subsidiary may request the issue of a bank guarantee or bank guarantees in favor of a person who agrees to purchase a Real Estate Property owned by the Issuer or a Subsidiary;
- (vi) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (vii) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (vi) above,

jeweils nur falls und soweit der jeweilige Betrag oder die jeweilige Verpflichtung nach IFRS als „*Verbindlichkeit*“ erfasst wird.

in each such case only if and to the extent the relevant amount or obligation is recorded as “*indebtedness*” in accordance with IFRS.

„**Garantie**“ hat die diesem Begriff in § 12(1)(e) zugewiesene Bedeutung.

“**Guarantee**” has the meaning assigned to such term in § 12(1)(e).

„**Garantin**“ hat die diesem Begriff in § 12(1)(e) zugewiesene Bedeutung.

“**Guarantor**” has the meaning assigned to such term in § 12(1)(e).

<p>„<b>Gemeinsamer Vertreter</b>“ hat die diesem Begriff in § 14(7) zugewiesene Bedeutung.</p>	<p>“<b>Holders’ Representative</b>” has the meaning assigned to such term in § 14(7).</p>
<p>„<b>Geschäftstag</b>“ hat die diesem Begriff in § 5(4) zugewiesene Bedeutung.</p>	<p>“<b>Business Day</b>” has the meaning assigned to such term in § 5(4).</p>
<p>„<b>Gläubiger</b>“ hat die diesem Begriff in § 1(5) zugewiesene Bedeutung.</p>	<p>“<b>Holder</b>” has the meaning assigned to such term in § 1(5).</p>
<p>[„<b>Gläubiger-Ausübungserklärung</b>“ hat die diesem Begriff in § 6[(8)](c) zugewiesene Bedeutung.]</p>	<p>[“<b>Put Notice</b>” has the meaning assigned to such term in § 6[(8)](c).]</p>
<p>[„<b>Gläubiger-Rückzahlungswahlrecht</b>“ hat die diesem Begriff in § 6[(8)](a) zugewiesene Bedeutung.]</p>	<p>[“<b>Put Option</b>” has the meaning assigned to such term in § 6[(8)](a).]</p>
<p>[„<b>Gläubigerwahl-Rückzahlungs-Ausübungserklärung</b>“ hat die diesem Begriff in § 6[(9)](b) zugewiesene Bedeutung.]</p>	<p>[“<b>Put Redemption Notice</b>” has the meaning assigned to such term in § 6[(9)](b).]</p>
<p>„<b>Globalurkunden</b>“ hat die diesem Begriff in § 1(3)(a) zugewiesene Bedeutung.</p>	<p>“<b>Global Notes</b>” has the meaning assigned to such term in § 1(3)(a).</p>
<p>„<b>Gruppe</b>“ bezeichnet die Emittentin und ihre Tochtergesellschaften.</p>	<p>“<b>Group</b>” means the Issuer together with its Subsidiaries.</p>
<p>„<b>ICSDs</b>“ hat die diesem Begriff in § 1(4) zugewiesene Bedeutung.</p>	<p>“<b>ICSDs</b>” has the meaning assigned to such term in § 1(4).</p>
<p>„<b>IFRS</b>“ bezeichnet die International Financial Reporting Standards des International Accounting Standard Board in der jeweils geltenden Fassung.</p>	<p>“<b>IFRS</b>” means the International Financial Reporting Standards as published by the International Accounting Standards Board, as in effect from time to time.</p>
<p>„<b>Immobilienvermögen</b>“ bezeichnet (unter Ausschluss einer Doppelberücksichtigung) das im Konzernabschluss der Emittentin in den Bilanzpositionen „Anlageimmobilien“, „zu Handelszwecken gehaltene Immobilien“ „Anzahlungen für Anlageimmobilien“ und „Anzahlungen bezüglich der für Handelszwecke gehaltenen Immobilien“ zum unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, angesetzte oder nach IFRS seit dem unmittelbar vorangegangenen Berichtsstichtag, zu dem ein Konzernabschluss der Emittentin veröffentlicht worden ist, anzusetzende Immobilienvermögen der Emittentin und der Tochtergesellschaften.</p>	<p>“<b>Real Estate Property</b>” means (without duplication) the real estate property of the Issuer and the Subsidiaries that is recognized as of the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published, or is required to be recognized in accordance with IFRS since the immediately preceding Reporting Date for which Consolidated Financial Statements of the Issuer have been published, in the balance sheet items “<i>investment properties</i>”, “<i>trading properties</i>”, “<i>advances in respect of investment properties</i>” and “<i>advances in respect of trading properties</i>” of the Consolidated Financial Statements of the Issuer.</p>
<p>„<b>Kapitalmarktverbindlichkeit</b>“ bezeichnet jede gegenwärtige oder künftige Verpflichtung zur Rückzahlung aufgenommenen Geldbeträge (einschließlich Verbindlichkeiten aus Garantien oder sonstigen Haftungsvereinbarungen für solche Verbindlichkeiten Dritter), die verbrieft ist in Form von Anleihen, Schuldverschreibungen oder sonstigen Wertpapieren, die an einer Börse, einem außerbörslichen Markt oder an einem anderen anerkannten Wertpapiermarkt notiert, zugelassen oder gehandelt werden können (zur Klarstellung: Namensschuldverschreibungen und Schuldscheindarlehen sind keine Kapitalmarktverbindlichkeit).</p>	<p>“<b>Capital Market Indebtedness</b>” means any present or future obligation for the payment of borrowed money (including obligations by reason of any guarantee or other liability agreement for such obligations of third parties) which is in the form of, or represented by, bonds, notes or other securities which are capable of being quoted, listed, dealt in or traded on a stock exchange, over-the-counter-market or other recognized securities market (for the avoidance of doubt: <i>Namensschuldverschreibungen</i>/registered bonds and <i>Schuldschein</i> loans/promissory notes shall be no Capital Market Indebtedness).</p>
<p>[„<b>Kontrolle</b>“ hat die diesem Begriff in § 6[(8)](a)(ii) zugewiesene Bedeutung.]</p>	<p>[“<b>Control</b>” has the meaning assigned to such term in § 6[(8)](a)(ii).]</p>
<p>„<b>Konsolidierte Nettofinanzverbindlichkeiten</b>“ bezeichnet die Nettofinanzverbindlichkeiten der Emittentin und ihrer Tochtergesellschaften auf konsolidierter Basis, die nach IFRS als „Darlehen und Ausleihungen“ und „Sonstige</p>	<p>“<b>Consolidated Net Financial Indebtedness</b>” means the net financial indebtedness of the Issuer and any of its Subsidiaries, on a consolidated basis determined in accordance with IFRS as “<i>loans and borrowings</i>” and</p>

Finanzverbindlichkeiten“ abzüglich „Zahlungsmittel und Zahlungsmitteläquivalente“ ermittelt werden (jeweils wie im Konzernabschluss der Emittentin ausgewiesen).

„**Konsolidiertes EBITDA gesamt**“ bezeichnet den unter der Überschrift „*EBITDA aus Vermietung*“ angegebenen Zahlenwert zuzüglich des „*Nettogewinn aus Privatisierungsgeschäften*“, bereinigt um die Projektkosten mit Einmalcharakter und anderen außerordentlichen sowie periodenfremden Aufwendungen und Erträgen (jeweils vorbehaltlich der Bestimmungen in diesen Anleihebedingungen).

[„**Kontrollwechsel**“ hat die diesem Begriff in § 6[(8)](a) zugewiesene Bedeutung.]

„**Konzernabschluss**“ bezeichnet in Bezug auf eine Person den nach IFRS erstellten Konzernabschluss mit Anhang und Lagebericht für diese Person und ihre Tochterunternehmen sowie Konzernzwischenabschlüsse und Quartalsmitteilungen (zum relevanten Zeitpunkt).

„**Kündigungserklärung**“ hat die diesem Begriff in § 10(2) zugewiesene Bedeutung.

„**Kündigungsgrund**“ hat die diesem Begriff in § 10(1) zugewiesene Bedeutung.

[„**Marge**“ hat die diesem Begriff in § 4(2) zugewiesene Bedeutung.]

„**Nachfolge-Benchmarksatz**“ hat die diesem Begriff in § 4[(10)] zugewiesene Bedeutung.

„**Nachfolgeschuldnerin**“ hat die diesem Begriff in § 12(1) zugewiesene Bedeutung.

„**Neue Finanzverbindlichkeiten**“ bezeichnet den Betrag der eingegangenen Finanzverbindlichkeiten abzüglich (i) des Betrags der zurückgezahlten Finanzverbindlichkeiten und (ii) „Zahlungsmittel und Zahlungsmitteläquivalente“ (jeweils nach IFRS ermittelt).

„**Neuer Benchmarksatz**“ hat die diesem Begriff in § 4[(10)] zugewiesene Bedeutung.

„**Neue Besicherte Finanzverbindlichkeiten**“ bezeichnet den Betrag der eingegangenen Besicherten Finanzverbindlichkeiten abzüglich des Betrags der zurückgezahlten Besicherten Finanzverbindlichkeiten (jeweils nach IFRS ermittelt).

[„**NGN**“ hat die diesem Begriff in § 1(4) zugewiesene Bedeutung.]

„**Nominierungsgremium**“ hat die diesem Begriff in § 4[(10)] zugewiesene Bedeutung.

„**Person**“ bezeichnet natürliche Personen, Körperschaften, Personengesellschaften, Joint Ventures, Vereinigungen, Aktiengesellschaften, Trusts, nicht rechtsfähige Vereinigungen, Gesellschaften mit beschränkter Haftung, staatliche Stellen (oder Behörden oder Gebietskörperschaften)

“*other financial liabilities*” less “*cash and cash equivalents*” (each shown in the Consolidated Financial Statements of the Issuer).

“**Consolidated EBITDA total**” means the number set out in the item “*EBITDA from rental activities*” together with “*net profit from privatizations*”, adjusted for nonrecurring project costs and other extraordinary and prior-period expenses and income (in each case subject to the determination specified in these Terms and Conditions).

[“**Change of Control**” has the meaning assigned to such term in § 6[(8)](a).]

“**Consolidated Financial Statements**” means, with respect to any Person, the consolidated financial statements and notes to those financial statements and the group management report of that Person and its subsidiaries prepared in accordance with IFRS as well as interim consolidated financial statements and quarterly statements (as of the relevant date).

“**Termination Notice**” has the meaning assigned to such term in § 10(2).

“**Event of Default**” has the meaning assigned to such term in § 10(1).

[“**Margin**” has the meaning assigned to such term in § 4(2).]

“**Successor Benchmark Rate**” has the meaning assigned to such term in § 4[(10)].

“**Substitute Debtor**” has the meaning assigned to such term in § 12(1).

“**New Financial Indebtedness**” means the amount of Financial Indebtedness incurred minus (i) the amount of Financial Indebtedness repaid and (ii) “*cash and cash equivalents*” (each as determined in accordance with IFRS).

“**New Benchmark Rate**” has the meaning assigned to such term in § 4[(10)].

“**New Secured Financial Indebtedness**” means the amount of Secured Financial Indebtedness incurred minus the amount of Secured Financial Indebtedness repaid (each as determined in accordance with IFRS).

[“**NGN**” has the meaning assigned to such term in § 1(4).]

“**Relevant Nominating Body**” has the meaning assigned to such term in § 4[(10)].

“**Person**” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, limited liability company or government (or any agency or political subdivision thereof)

oder sonstige Rechtsträger.

„**Projekt-Kapitalmarktverbindlichkeit**“ bezeichnet jede Kapitalmarktverbindlichkeit aus oder im Zusammenhang mit einer Projektfinanzierung, die nur von der jeweiligen Projektfinanzierungsgesellschaft oder deren Tochtergesellschaften geschuldet werden und bei denen die Rückgriffsrechte der Gläubiger der betreffenden Kapitalmarktverbindlichkeit auf die jeweilige Projektgesellschaft sowie die von dieser gehaltenen Vermögenswerte und/oder die daraus erzielten Erträge beschränkt sind.

„**Qualifizierte Mehrheit**“ hat die diesem Begriff in § 14(2) zugewiesene Bedeutung.

[„**Referenzbanken**“ hat die diesem Begriff in § 4(2) zugewiesene Bedeutung.]

„**Referenzsatz**“ hat die diesem Begriff in § 4[(10)] zugewiesene Bedeutung.

[„**Repräsentativer Betrag**“ hat die diesem Begriff in § 4(2) zugewiesene Bedeutung.]

[„**Rückzahlungs-Berechnungstag**“ hat die diesem Begriff in § 6[(5)] zugewiesene Bedeutung.]

[„**Rückzahlungsereignis-Mitteilung**“ hat die diesem Begriff in § 6[(8)](b) zugewiesene Bedeutung.]

„**Rückzahlungsbetrag**“ hat die diesem Begriff in § 6(1) zugewiesene Bedeutung.

„**Schuldverschreibungen**“ hat die diesem Begriff in § 1(1) zugewiesene Bedeutung.

„**SchVG**“ hat die diesem Begriff in § 14(1) zugewiesene Bedeutung.

„**Sicherungsrecht**“ bezeichnet (unter Ausschluss einer Doppelberücksichtigung) Sicherungsrechte, Grundpfandrechte, Sicherung-Treuhandverträge, Sicherungsurkunden, Verpfändungsverträge, Sicherungsabtretungen, Sicherungsvereinbarungen, ausgenommen Rechte zur Aufrechnung, jedoch u. a. einschließlich bedingte Kaufverträge oder Vereinbarungen unter Eigentumsvorbehalt, Finanzierungsleasingverträge, die wirtschaftlich im Wesentlichen den vorgenannten Vereinbarungen gleichkommen, sowie sonstige Vereinbarungen, die ein dingliches Sicherungsrecht gewähren oder übertragen und zwar einer Person, die nicht Mitglied der Gruppe ist, jeweils zur Besicherung ausstehender Finanzverbindlichkeiten, jedoch keine

- (i) in Abteilung 2 eines deutschen Grundbuchs eingetragenen Belastungen;
- (ii) Sicherungsrechte, die im Zusammenhang mit der Veräußerung eines Vermögenswerts im Rahmen der gewöhnlichen Geschäftstätigkeit entstehen, u.a. Sicherungsrechte an Vermögenswerten, die Gegenstand eines Kaufvertrags sind, zur Finanzierung des Kaufpreises;

or any other entity.

“**Project Capital Market Indebtedness**” means any Capital Market Indebtedness incurred in respect of project financings which are solely owed by the relevant project finance vehicles or its subsidiaries and where the recourse of the holders of such Capital Market Indebtedness is limited solely to the relevant project finance vehicle and its assets and/or any income generated therefrom.

“**Qualified Majority**” has the meaning assigned to such term in § 14(2).

[“**Reference Banks**” has the meaning assigned to such term in § 4(2).]

“**Reference Rate**” has the meaning assigned to such term in § 4[(10)].

[“**Representative Amount**” has the meaning assigned to such term in § 4(2).]

[“**Redemption Calculation Date**” has the meaning assigned to such term in § 6[(5)].]

[“**Put Event Notice**” has the meaning assigned to such term in § 6[(8)](b).]

“**Final Redemption Amount**” has the meaning assigned to such term in § 6(1).

“**Notes**” has the meaning assigned to such term in § 1(1).

“**SchVG**” has the meaning assigned to such term in § 14(1).

“**Lien**” means (without duplication) any lien, mortgage, trust deed, deed of trust, deed, pledge, security interest, assignment for collateral purposes, deposit arrangement, or other security agreement, excluding any right of setoff but including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and any other like agreement granting or conveying a security interest in rem to a Person that is not a member of the Group, in each case to secure outstanding Financial Indebtedness, but in each case excluding

- (i) any encumbrance registered in department 2 of the German land register;
- (ii) any lien arising in connection with a disposal of an asset in the ordinary course of business including, without limitation, any lien created in assets subject to a sale agreement for the purposes of financing the purchase price;

(iii)	Sicherungsrechte, für die dem maßgeblichen Mitglied der Gruppe eine unbedingte Löschungsbewilligung übermittelt wurde;	(iii)	any lien in respect of which an unconditional deletion consent has been delivered to the relevant member of the Group;
(iv)	Sicherungsrechte, die kraft Gesetzes (oder kraft einer Vereinbarung mit derselben Wirkung) oder im Rahmen der gewöhnlichen Geschäftstätigkeit entstehen;	(iv)	any lien arising by operation of law (or by agreement having the same effect) or in the ordinary course of business;
(v)	Barsicherheiten, die im Zusammenhang mit Währungs- und Zinsabsicherungsgeschäften gestellt werden;	(v)	any cash collateral posted in connection with cross-currency and interest rate hedging transactions;
(vi)	Sicherungsrechte an Bankkonten nach Maßgabe von Finanzierungsvereinbarungen oder allgemeinen Geschäftsbedingungen des Anbieters von Bankkonten; und	(vi)	any lien on bank accounts under financing agreements or general terms and conditions of any provider of bank accounts; and
(vii)	Sicherungsrechte für Finanzverbindlichkeiten, die am Begebungstag ausstehen.	(vii)	any lien securing Financial Indebtedness outstanding on the Issue Date.
	„ <b>Steuerjurisdiktion</b> “ hat die diesem Begriff in § 8(1) zugewiesene Bedeutung.		“ <b>Taxing Jurisdiction</b> ” has the meaning assigned to such term in § 8(1).
	„ <b>Stichtag</b> “ hat die diesem Begriff in § 4[(10)] zugewiesene Bedeutung.		“ <b>Effective Date</b> ” has the meaning assigned to such term in § 4[(10)].
	[„ <b>TARGET-Geschäftstag</b> “ hat die diesem Begriff in § 4(2) zugewiesene Bedeutung.]		[“ <b>TARGET Business Day</b> ” has the meaning assigned to such term in § 4(2).]
	„ <b>Tochtergesellschaft</b> “ bezeichnet jede Gesellschaft, Personengesellschaft und jedes sonstige Unternehmen, oder jede andere Person an der bzw. dem die Emittentin direkt oder indirekt insgesamt mehr als 50 % des Kapitals oder der Stimmrechte hält.		“ <b>Subsidiary</b> ” means any corporation, partnership or other enterprise in which the Issuer directly or indirectly holds in aggregate more than 50% of the capital or the voting rights.
	[„ <b>Transaktion</b> “ hat die diesem Begriff in § 6[(7)] zugewiesene Bedeutung.]		[“ <b>Transaction</b> ” has the meaning assigned to such term in § 6[(7)].]
	[„ <b>Transaktionskündigungsfrist</b> “ hat die diesem Begriff in § 6[(7)] zugewiesene Bedeutung.]		[“ <b>Transaction Notice Period</b> ” has the meaning assigned to such term in § 6[(7)].]
	[„ <b>Transaktions-Mitteilung</b> “ hat die diesem Begriff in § 6[(7)] zugewiesene Bedeutung.]		[“ <b>Transaction Trigger Notice</b> ” has the meaning assigned to such term in § 6[(7)].]
	„ <b>Unabhängiger Berater</b> “ hat die diesem Begriff in § 4[(10)] zugewiesene Bedeutung.		“ <b>Independent Adviser</b> ” has the meaning assigned to such term in § 4[(10)].
	[„ <b>Unabhängiger Sachverständiger</b> “ hat die diesem Begriff in § 6[(5)] zugewiesene Bedeutung.]		[“ <b>Independent Financial Adviser</b> ” has the meaning assigned to such term in § 6[(5)].]
	[„ <b>Referenzbankensatz</b> “ hat die diesem Begriff in § 4(2) zugewiesene Bedeutung.]		[“ <b>Reference Bank Rate</b> ” has the meaning assigned to such term in § 4(2).]
	„ <b>Verbriefte Kapitalmarktverbindlichkeit</b> “ bezeichnet jede Kapitalmarktverbindlichkeit aus oder im Zusammenhang mit einer Verbriefung oder vergleichbaren Finanzierungsvereinbarung in Bezug auf Vermögenswerte der Emittentin oder ihrer Tochtergesellschaften, bei der die Rückgriffsrechte der Gläubiger der betreffenden Kapitalmarktverbindlichkeit auf die Emittentin ausschließlich auf die betreffenden Vermögenswerte oder die daraus erzielten Erträge beschränkt sind.		“ <b>Securitized Capital Market Indebtedness</b> ” means any Capital Market Indebtedness incurred in respect of or in connection with any securitization or similar financing arrangement relating to assets owned by the Issuer or its Subsidiaries and where the recourse of the holders of such Capital Market Indebtedness against the Issuer is limited solely to such assets or any income generated therefrom.

„ <b>Vereinigte Staaten</b> “ hat die diesem Begriff in § 1(7) zugewiesene Bedeutung.	“ <b>United States</b> ” has the meaning assigned to such term in § 1(7).
„ <b>Verschuldungsgrad (LTV)</b> “ hat die diesem Begriff in § 11(1)(a) zugewiesene Bedeutung.	“ <b>Loan-to-Value Ratio</b> ” has the meaning assigned to such term in § 11(1)(a).
„ <b>Verschuldungsgrad (LTV) Besichertes Vermögen</b> “ hat die diesem Begriff in § 11(1)(b) zugewiesene Bedeutung.	“ <b>Secured Loan-to-Value Ratio</b> ” has the meaning assigned to such term in § 11(1)(b).
„ <b>Verzinsungsbeginn</b> “ hat die diesem Begriff in § 4(1) zugewiesene Bedeutung.	“ <b>Interest Commencement Date</b> ” has the meaning assigned to such term in § 4(1).
„ <b>Vorläufige Globalurkunde</b> “ hat die diesem Begriff in § 1(3)(a) zugewiesene Bedeutung.	“ <b>Temporary Global Note</b> ” has the meaning assigned to such term in § 1(3)(a).
[„ <b>Wahl-Rückzahlungsbetrag (Call)</b> “ hat die diesem Begriff in § 6[(5)] zugewiesene Bedeutung.]	[“ <b>Call Redemption Amount</b> ” has the meaning assigned to such term in § 6(5).]
[„ <b>Wahl-Rückzahlungstag (Call)</b> “ hat die diesem Begriff in § 6[(5)] zugewiesene Bedeutung.]	[“ <b>Call Redemption Date</b> ” has the meaning assigned to such term in § 6[(5)].]
[„ <b>Wahl-Rückzahlungsbetrag (Put)</b> “ hat die diesem Begriff in § 6[(8)](a)(ii) zugewiesene Bedeutung.]	[“ <b>Put Redemption Amount</b> ” has the meaning assigned to such term in § 6[(8)](a)(ii).]
[„ <b>Wahl-Rückzahlungstag (Put)</b> “ hat die diesem Begriff in § 6[(8)] zugewiesene Bedeutung.]	[“ <b>Put Date</b> ” has the meaning assigned to such term in § 6[(8)].]
„ <b>Wesentliche Tochtergesellschaft</b> “ bezeichnet eine Tochtergesellschaft der Emittentin, die verpflichtet ist, einen geprüften und nicht konsolidierten Jahresabschluss zu erstellen, und deren Bilanzsumme gemäß ihrem geprüften und nicht konsolidierten Jahresabschluss mindestens 3 % der Bilanzsumme ausmacht.	“ <b>Material Subsidiary</b> ” means any Subsidiary of the Issuer that is required to prepare audited non-consolidated annual accounts and whose total assets as shown in its audited non-consolidated annual accounts are at least equal to 3% of the Total Assets.
„ <b>Zahlstelle</b> “ hat die diesem Begriff in § 7(1) zugewiesene Bedeutung.	“ <b>Paying Agent</b> ” has the meaning assigned to such term in § 7(1).
„ <b>Zahlungswirksames Zinsergebnis</b> “ bezeichnet alle an Personen, die nicht Mitglied der Gruppe sind, aufgelaufenen, bar zu zahlenden Zinsen und sonstigen Finanzierungskosten abzüglich des Betrags aller durch Mitglieder der Gruppe von Personen, die nicht Mitglied der Gruppe sind, zu erhaltenden und aufgelaufenen Zinsen und sonstigen Finanzierungskosten, jeweils ausgenommen einmalige Finanzierungskosten (u. a. einmalige Entgelte und/oder Vorfälligkeitsentschädigungen).	“ <b>Net Cash Interest</b> ” means all cash interest and other financing charges accrued to persons who are not members of the Group less the amount of any interest and other financing charges accrued to be received by members of the Group from persons who are not members of the Group, in each case, excluding any one-off financing charges (including without limitation, any one-off fees and/or break costs).
„ <b>Zinsberechnungszeitraum</b> “ hat die diesem Begriff in § 4(4) zugewiesene Bedeutung.	“ <b>Calculation Period</b> ” has the meaning assigned to such term in § 4(4).
„ <b>Zinsbetrag</b> “ hat die diesem Begriff in § 4(5) zugewiesene Bedeutung.	“ <b>Interest Amount</b> ” has the meaning assigned to such term in § 4(5).
„ <b>Zinsdeckungsgrad</b> “ hat die diesem Begriff in § 11(1)(c) zugewiesene Bedeutung.	“ <b>Interest Coverage Ratio</b> ” has the meaning assigned to such term in § 11(1)(c).
[„ <b>Zinsfestsetzungstag</b> “ hat die diesem Begriff in § 4(2) zugewiesene Bedeutung.]	[“ <b>Interest Determination Date</b> ” has the meaning assigned to such term in § 4(2).]
[„ <b>Zinsperiode</b> “ hat die diesem Begriff in § 4(2) zugewiesene Bedeutung.]	[“ <b>Interest Periode</b> ” has the meaning assigned to such term in § 4(2).]
„ <b>Zinssatz</b> “ hat die diesem Begriff in § 4(2) zugewiesene Bedeutung.	“ <b>Rate of Interest</b> ” has the meaning assigned to such term in § 4(2).



„Zinstagequotient“ hat die diesem Begriff in § 4(4) zugewiesene Bedeutung.

„Zinszahlungstag“ hat die diesem Begriff in § 4(1) zugewiesene Bedeutung.

„Zusätzliche Beträge“ hat die diesem Begriff in § 8(2) zugewiesene Bedeutung.

“Day Count Fraction” has the meaning assigned to such term in § 4(4).

“Interest Payment Date” has the meaning assigned to such term in § 4(1).

“Additional Amounts” has the meaning assigned to such term in § 8(2).

## § 17

### ANWENDBARES RECHT, ERFÜLLUNGORT UND GERICHTSSTAND, GERICHTLICHE GELTENDMACHUNG

(1) *Anwendbares Recht.* Form und Inhalt der Schuldverschreibungen sowie die Rechte und Pflichten der Gläubiger und der Emittentin bestimmen sich in jeder Hinsicht nach deutschem Recht. Zur Klarstellung: Artikel 470-1 bis 470-19 des luxemburgischen Gesetzes vom 10. August 1915 über Handelsgesellschaften in seiner jeweils geltenden Fassung finden keine Anwendung auf die Schuldverschreibungen.

(2) *Erfüllungsort.* Erfüllungsort ist Frankfurt am Main, Bundesrepublik Deutschland.

(3) *Gerichtsstand.* Vorbehaltlich eines zwingenden Gerichtsstandes für besondere Rechtsstreitigkeiten im Zusammenhang mit dem SchVG, ist nicht ausschließlicher Gerichtsstand für sämtliche im Zusammenhang mit den Schuldverschreibungen entstehenden Klagen oder sonstigen Verfahren Frankfurt am Main, Bundesrepublik Deutschland.

(4) *Gerichtliche Geltendmachung.* Jeder Gläubiger ist berechtigt, in jedem Rechtsstreit gegen die Emittentin oder in jedem Rechtsstreit, in dem der Gläubiger und die Emittentin Partei sind, seine Rechte aus diesen Schuldverschreibungen im eigenen Namen auf der folgenden Grundlage zu sichern und geltend zu machen: (i) einer Bescheinigung der Depotbank, bei der er für die Schuldverschreibungen ein Wertpapierdepot unterhält, welche (a) den vollständigen Namen und die vollständige Adresse des Gläubigers enthält, (b) den Gesamtnennbetrag der Schuldverschreibungen bezeichnet, die zu dem Datum der Bestätigung auf dem Wertpapierdepot verbucht sind und (c) bestätigt, dass die Depotbank gegenüber dem Clearingsystem eine schriftliche Erklärung abgegeben hat, die die vorstehend unter (a) und (b) bezeichneten Informationen enthält, und (ii) einer Kopie der die betreffenden Schuldverschreibungen verbriefenden Globalurkunde, deren Übereinstimmung mit dem Original eine vertretungsberechtigte Person von dem Clearingsystem oder einer Verwahrstelle des Clearingsystems bestätigt hat, ohne dass eine Vorlage der Originalbelege oder der die Schuldverschreibungen verbriefenden Globalurkunde in einem solchen Verfahren erforderlich wäre. Für die Zwecke des Vorstehenden bezeichnet „Depotbank“ jede Bank oder ein

## § 17

### GOVERNING LAW, PLACE OF PERFORMANCE AND PLACE OF JURISDICTION; ENFORCEMENT

(1) *Governing Law.* The Notes, as to form and content, and all rights and obligations of the Holders and the Issuer, shall be governed by German law. For the avoidance of doubt, Articles 470-1 to 470-19 of the Luxembourg law of 10 August 1915 on commercial companies, as amended shall not apply to the Notes.

(2) *Place of Performance.* Place of performance is Frankfurt am Main, Federal Republic of Germany.

(3) *Place of Jurisdiction.* Subject to any mandatory jurisdiction for specific proceedings under the SchVG, the courts of Frankfurt am Main, Federal Republic of Germany, will have non-exclusive jurisdiction for any actions or other legal proceedings arising out of or in connection with the Notes.

(4) *Enforcement.* Any Holder may in any proceedings against the Issuer, or to which such Holder and the Issuer are parties, protect and enforce in his own name his rights arising under such Notes on the basis of (i) a statement issued by the Custodian with whom such Holder maintains a securities account in respect of the Notes (a) stating the full name and address of the Holder, (b) specifying the aggregate principal amount of Notes credited to such securities account on the date of such statement and (c) confirming that the Custodian has given written notice to the Clearing System containing the information pursuant to (a) and (b) and (ii) a copy of the Global Note representing the relevant Notes certified as being a true copy of the original Global Note by a duly authorized officer of the Clearing System or a depository of the Clearing System, without the need for production in such proceedings of the actual records or the Global Note representing the Notes. For purposes of the foregoing, “Custodian” means any bank or other financial institution of recognized standing authorized to engage in securities custody business with which the Holder maintains a securities account in respect of the Notes, including the Clearing System. Each Holder may, without prejudice to the foregoing, protect and enforce his rights under these Notes also in any other way

sonstiges anerkanntes Finanzinstitut, das berechtigt ist, das Depotgeschäft zu betreiben und bei der/dem der Gläubiger ein Wertpapierdepot für die Schuldverschreibungen unterhält, einschließlich des Clearingsystems. Unbeschadet der vorstehenden Bestimmungen ist jeder Gläubiger berechtigt, seine Rechte aus diesen Schuldverschreibungen auch auf jede andere im Land des Verfahrens zulässige Weise geltend zu machen.

#### § 18 SPRACHE

***[Falls die Anleihebedingungen in deutscher Sprache mit einer Übersetzung in die englische Sprache abgefasst sind, gilt folgendes:*** Diese Anleihebedingungen sind in deutscher Sprache abgefasst; eine Übersetzung in die englische Sprache ist beigelegt. Nur die deutsche Fassung ist rechtlich bindend. Die englische Übersetzung ist unverbindlich.]

***[Falls die Anleihebedingungen in englischer Sprache mit einer Übersetzung in die deutsche Sprache abgefasst sind, gilt folgendes:*** Diese Anleihebedingungen sind in englischer Sprache abgefasst. Eine Übersetzung in die deutsche Sprache ist beigelegt. Der englische Text ist bindend und maßgeblich. Die Übersetzung in die deutsche Sprache ist unverbindlich.]

***[Falls die Anleihebedingungen nur in deutscher Sprache abgefasst sind, gilt folgendes:*** Diese Anleihebedingungen sind ausschließlich in deutscher Sprache abgefasst.]

which is admitted in the country of the proceedings.

#### § 18 LANGUAGE

***[If the Conditions shall be in the German language with an English language translation the following applies:*** These Terms and Conditions are written in the German language and provided with an English language translation. The German version shall be the only legally binding version. The English translation is for convenience only.]

***[If the Conditions shall be in the English language with a German language translation the following applies:*** These Terms and Conditions are written in the English language and provided with German language translation. The English text shall be controlling and binding. The German language translation is provided for convenience only.]

***[If the Conditions shall be in the English language only the following applies:*** These Terms and Conditions are written in the English language only.]

**FORM OF FINAL TERMS**  
**(MUSTER – ENDGÜLTIGE BEDINGUNGEN)**

[MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “MiFID II”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]<sup>1</sup>

*[MIFID II PRODUKTÜBERWACHUNGSPFLICHTEN / ZIELMARKT PROFESSIONELLE INVESTOREN UND GEEIGNETE GEGENPARTEIEN – Die Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen hat – ausschließlich für den Zweck des Produktgenehmigungsverfahrens [des/jedes] Konzepteurs – zu dem Ergebnis geführt, dass: (i) der Zielmarkt für die Schuldverschreibungen ausschließlich geeignete Gegenparteien und professionelle Kunden, jeweils im Sinne der Richtlinie 2014/65/EU (in der jeweils gültigen Fassung, „MiFID II“), umfasst und (ii) alle Kanäle für den Vertrieb der Schuldverschreibungen an geeignete Gegenparteien und professionelle Kunden angemessen sind. Jede Person, die in der Folge die Schuldverschreibungen anbietet, verkauft oder empfiehlt (ein „Vertriebsunternehmen“) soll die Beurteilung des Zielmarkts [des/der] Konzepteur[s/e] berücksichtigen; ein Vertriebsunternehmen, welches MiFID II unterliegt, ist indes dafür verantwortlich, seine eigene Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen durchzuführen (entweder durch die Übernahme oder durch die Präzisierung der Zielmarktbestimmung [des/der] Konzepteur[s/e]) und angemessene Vertriebskanäle zu bestimmen.]<sup>2</sup>*

[MIFID II PRODUCT GOVERNANCE / RETAIL INVESTORS, PROFESSIONAL INVESTORS AND ECPS TARGET MARKET – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in Directive 2014/65/EU (as amended, “MiFID II”); EITHER<sup>3</sup> [and (ii) all channels for distribution of the Notes are appropriate[, including investment advice, portfolio management, non-advised sales and pure execution services]] OR<sup>4</sup> [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[, and] portfolio management[, and] non-advised sales [and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].<sup>5,6</sup>

*[MIFID II PRODUKTÜBERWACHUNGSPFLICHTEN / ZIELMARKT KLEINANLEGER, PROFESSIONELLE INVESTOREN UND GEEIGNETE GEGENPARTEIEN - Die Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen hat – ausschließlich für den Zweck des Produktgenehmigungsverfahrens [des/jedes] Konzepteurs – zu dem Ergebnis geführt, dass (i) der Zielmarkt für die Schuldverschreibungen geeignete Gegenparteien, professionelle Kunden und Kleinanleger, jeweils im Sinne der Richtlinie 2014/65/EU (in der*

<sup>1</sup> Include legend in case MiFID II target market assessment in respect of the Notes is “Professional Investors and Eligible Counterparties only”.

<sup>2</sup> *Legende einsetzen, wenn MiFID II Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen ergeben hat „Ausschließlich Professionelle Investoren und Geeignete Gegenparteien“.*

<sup>3</sup> Include for Notes that are not ESMA complex pursuant to the Guidelines on complex debt instruments and structured deposits (ESMA/2015/1787) (the “ESMA Guidelines”).

<sup>4</sup> *Include for Notes that are ESMA complex pursuant to the ESMA Guidelines. This list may need to be amended, for example, if advised sales are deemed necessary. If there are advised sales, a determination of suitability and appropriateness will be necessary. In addition, if the Notes constitute “complex” products, pure execution services to retail clients are not permitted without the need to make the determination of appropriateness required under Article 25(3) of MiFID II.*

<sup>5</sup> If there are advised sales, a determination of suitability will be necessary.

<sup>6</sup> Include legend in case MiFID II target market assessment in respect of the Notes is “Retail Investor Target Market”.

jeweils gültigen Fassung, „MiFID II“), umfasst; ENTWEDER<sup>7</sup> [und (ii) alle Kanäle für den Vertrieb der Schuldverschreibungen angemessen sind[, einschließlich Anlageberatung, Portfolio-Management, Verkäufe ohne Beratung und reine Ausführungsdienstleistungen]] ODER<sup>8</sup> [und (ii) alle Kanäle für den Vertrieb der Schuldverschreibungen an professionelle Investoren und geeignete Gegenparteien angemessen sind und (iii) die folgenden Kanäle für den Vertrieb der Schuldverschreibungen an Kleinanleger angemessen sind - Anlageberatung[,/ und] Portfolio-Management[,/ und]] Verkäufe ohne Beratung [und reine Ausführungsdienstleistungen]], nach Maßgabe der Pflichten des Vertriebsunternehmens unter MiFID II im Hinblick auf Geeignetheit bzw. Angemessenheit]] [Bitte jegliche negativen Zielmärkte berücksichtigen]. Jede Person, die in der Folge die Schuldverschreibungen anbietet, verkauft oder empfiehlt (ein „Vertriebsunternehmen“) soll die Beurteilung des Zielmarkts [des/der] Konzepteur[s/e] berücksichtigen; ein Vertriebsunternehmen, welches MiFID II unterliegt, ist indes dafür verantwortlich, seine eigene Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen durchzuführen (entweder durch die Übernahme oder durch die Präzisierung der Zielmarktbestimmung [des/der] Konzepteur[s/e]) und angemessene Vertriebskanäle[ nach Maßgabe der Pflichten des Vertriebsunternehmens unter MiFID II im Hinblick auf Geeignetheit bzw. Angemessenheit]<sup>9</sup>, zu bestimmen.]<sup>10</sup>

**[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“EEA”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “MiFID II”); (ii) a customer within the meaning of Directive 2016/97/EU as amended (“IDD”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II or (iii) not a qualified investor as defined in Regulation (EU) No 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended, the “Prospectus Regulation”). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, the “PRIIPs Regulation”) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]<sup>11</sup>**

**[VERBOT DES VERKAUFS AN KLEINANLEGER IM EUROPÄISCHEN WIRTSCHAFTSRAUM – Die Schuldverschreibungen sind nicht zum Angebot, zum Verkauf oder zur sonstigen Zurverfügungstellung an Kleinanleger im Europäischen Wirtschaftsraum („EWR“) bestimmt und sollten Kleinanlegern im EWR nicht angeboten, nicht an diese verkauft und diesen auch nicht in sonstiger Weise zur Verfügung gestellt werden. Für die Zwecke dieser Bestimmung bezeichnet der Begriff Kleinanleger eine Person, die eines (oder mehrere) der folgenden Kriterien erfüllt: (i) sie ist ein Kleinanleger im Sinne von Artikel 4 Abs. 1 Nr. 11 der Richtlinie 2014/65/EU (in ihrer jeweils gültigen Fassung, „MiFID II“); (ii) sie ist ein Kunde im Sinne der Richtlinie 2016/97/EU in ihrer jeweils gültigen Fassung („IDD“), soweit dieser Kunde nicht als professioneller Kunde im Sinne von Artikel 4 Abs. 1 Nr. 10 MiFID II gilt; oder (iii) sie ist kein qualifizierter Anleger im Sinne der Verordnung (EU) 2017/1129 des Europäischen Parlaments und des Rates vom 14. Juni 2017 (wie von Zeit zu Zeit ergänzt, die „Prospektverordnung“). Entsprechend wurde kein nach der Verordnung (EU) Nr. 1286/2014 (in ihrer jeweils gültigen oder ersetzten Fassung, die „PRIIPs-Verordnung“) erforderliches Basisinformationsblatt für das Angebot oder den Verkauf oder die sonstige Zurverfügungstellung der Schuldverschreibungen an Kleinanleger im EWR erstellt; daher kann das Angebot oder der Verkauf oder die sonstige Zurverfügungstellung der Schuldverschreibungen an Kleinanleger im EWR nach der PRIIPs-Verordnung rechtswidrig sein.]<sup>12</sup>**

**[UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market**

<sup>7</sup> Einfügen für Schuldverschreibungen, die nicht nach den Leitlinien zu komplexen Schuldtiteln und strukturierten Einlagen (ESMA/2015/1787) (die „ESMA Leitlinien“) ESMA komplex sind.

<sup>8</sup> Einfügen im Fall von Schuldverschreibungen, die nach den ESMA Leitlinien ESMA komplex sind. Diese Liste muss gegebenenfalls angepasst werden, z.B. wenn Anlageberatung für erforderlich gehalten wird. Im Fall der Anlageberatung ist die Bestimmung der Geeignetheit und Angemessenheit notwendig. Wenn die Schuldverschreibungen „komplexe“ Produkte sind, ist außerdem die bloße Ausführung von Kundenaufträgen von Privatanlegern ohne Bestimmung der Angemessenheit nach Article 25(3) MiFID II nicht zulässig.

<sup>9</sup> Im Fall von Beratungsverkäufen ist eine Angemessenheitsprüfung erforderlich.

<sup>10</sup> Legende einsetzen, wenn MiFID II Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen ergeben hat „Zielmarkt Kleinanleger“.

<sup>11</sup> Include legend unless the Final Terms specify “Prohibition of Sales to Retail Investors in the European Economic Area” as “Not Applicable”.

<sup>12</sup> Legende einfügen, sofern nicht die Endgültigen Bedingungen „Verkaufsverbot an Kleinanleger im Europäischen Wirtschaftsraum“ für „Nicht anwendbar“ erklären.

assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (the “COBS”), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “UK MiFIR”); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [Consider any negative target market]. Any person subsequently offering, selling or recommending the Notes (a “distributor”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “UK MiFIR Product Governance Rules”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.]<sup>13</sup>

*[GB MIFIR PRODUKTÜBERWACHUNGSPFLICHTEN / ZIELMARKT PROFESSIONELLE INVESTOREN UND GEEIGNETE GEGENPARTEIEN - Die Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen hat – ausschließlich für den Zweck des Produktgenehmigungsverfahrens [des/jedes] Konzepteurs – zu dem Ergebnis geführt, dass (i) der Zielmarkt für die Schuldverschreibungen ausschließlich geeignete Gegenparteien, wie im FCA Handbook Conduct of Business Sourcebook („COBS“) definiert, und professionelle Kunden im Sinne der Verordnung (EU) Nr. 600/2014 in der Gestalt, in der diese Bestandteil nationalen Rechts auf der Grundlage des European Union (Withdrawal) Act 2018 ist („GB MiFIR“), umfasst; und (ii) alle Kanäle für den Vertrieb der Schuldverschreibungen an geeignete Gegenparteien und professionelle Investoren angemessen sind. [Negativen Zielmarkt berücksichtigen.] Jede Person, die in der Folge die Schuldverschreibungen anbietet, verkauft oder empfiehlt (ein „Vertriebsunternehmen“) soll die Beurteilung des Zielmarkts [des/der] Konzepteur[s/e] berücksichtigen; ein Vertriebsunternehmen, welches dem FCA Handbook Product Intervention and Product Governance Sourcebook (die „GB MiFIR Produktüberwachungspflichten“) unterliegt, ist indes dafür verantwortlich, seine eigene Zielmarktbestimmung im Hinblick auf die Schuldverschreibungen durchzuführen (entweder durch die Übernahme oder durch die Präzisierung der Zielmarktbestimmung [des/der] Konzepteur[s/e]) und angemessene Vertriebskanäle zu bestimmen.]<sup>14</sup>*

**[PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“UK”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“EUWA”); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “UK PRIIPs Regulation”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]<sup>15</sup>**

*[VERTRIEBSVERBOT AN PRIVATINVESTOREN IM VEREINIGTEN KÖNIGREICH - Die Schuldverschreibungen sind nicht dazu bestimmt, dass sie Privatinvestoren im Vereinigten Königreich („GB“) angeboten, verkauft oder auf anderem Wege zur Verfügung gestellt werden und die Schuldverschreibungen sollen dementsprechend Privatinvestoren im EWR nicht angeboten, verkauft oder auf anderem Wege zur Verfügung gestellt werden. Ein Privatinvestor im Sinne dieser Vorschrift ist eine Person, die mindestens einer der folgenden Kategorien zuzuordnen ist: (i) ein Kleinanleger im Sinne von Artikel 2 Nummer 8 von Verordnung (EU) Nr. 2017/565 in der Gestalt, in der diese Bestandteil nationalen Rechts auf der Grundlage des European Union (Withdrawal) Act 2018 („EUWA“) ist; (ii) ein Kunde im Sinne der Bestimmungen der FSMA und alle Regeln und Verordnungen gemäß FSMA zur Umsetzung der Richtlinie (EU) 2016/97, der nicht als professioneller Kunde im Sinne von Artikel 2 Absatz 1 Nummer 8 der Verordnung (EU) Nr. 600/2014 in der Gestalt, in der diese Bestandteil*

<sup>13</sup> To be included if parties have determined a target market and if the managers in relation to the Notes are subject to UK MiFIR, i.e. there are UK MiFIR manufacturers.

<sup>14</sup> Einzufügen, wenn die Parteien einen Zielmarkt bestimmt haben und wenn die Paltzeuere in bezug auf die Schuldverschreibungen der UK MiFIR unterliegen, d.h., wenn es UK MiFIR-Hersteller gibt.

<sup>15</sup> Include this legend if "Applicable" is specified in Part II of the Final Terms regarding item "Prohibition of Sales to UK Retail Investors".

*nationalen Rechts auf der Grundlage des EUWA ist, einzustufen ist; oder (iii) ein Anleger, der kein qualifizierter Anleger ist im Sinne des Artikels 2 der Verordnung (EU) Nr. 2017/1129 in der Gestalt, in der diese Bestandteil nationalen Rechts auf der Grundlage des EUWA ist. Folglich wurde kein Informationsdokument, wie nach Verordnung (EU) Nr. 1286/2014 in der Gestalt, in der diese Bestandteil nationalen Rechts auf der Grundlage des EUWA ist, (die „GB PRIIPs-Verordnung“) für Angebote, Vertrieb und die sonstige Zurverfügungstellung der Schuldverschreibungen an Privatinvestoren in GB erforderlich, erstellt und dementsprechend könnte das Angebot, der Vertrieb oder die sonstige Zurverfügungstellung von Schuldverschreibungen an Privatinvestoren in GB nach der GB PRIIPs-Verordnung unzulässig sein.]<sup>16</sup>*

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<sup>16</sup> Diese Erklärung einfügen, wenn "Anwendbar" im Teil II der Endgültigen Bedingungen im Hinblick auf den Punkt "Verbot des Verkaufs an UK Privatanleger" ausgewählt wurde.

Dated [●]  
Datum [●]

**Final Terms**  
**Endgültige Bedingungen**

**ADLER Group S.A.**  
Legal Entity Identifier (LEI): 3912000YYFJ3DWAMEC69

Issue of  
*Emission von*

[Aggregate Principal Amount of Tranche]  
[Gesamtnennbetrag der Tranche]

[Title of Notes]  
[Bezeichnung der Schuldverschreibungen]

[to be consolidated and form a single series with the [insert original tranche(s)] issued on [date(s)]  
*die mit der [ursprüngliche Tranche(n) einfügen], begeben am [Datum/Daten] konsolidiert werden und eine einheitliche Serie bilden]*

issued as  
*begeben als*

Series	[●]	Tranche	[●]
<i>Serie</i>		<i>Tranche</i>	

under the  
*unter dem*

**Euro 5,000,000,000**  
**DEBT ISSUANCE PROGRAMME**

of  
*der*

**ADLER Group S.A.**

Issue Date:	[●]	Issue Price:	[●] %	Trade Date:	[●]
<i>Begebungstag:</i>	<i>[●]</i>	<i>Emissionspreis:</i>	<i>[●] %</i>	<i>Handelstag:</i>	<i>[●]</i>

### **Important Notice**

This document constitutes the final terms relating to the issue of Notes described herein (the “**Final Terms**”). These Final Terms must be read in conjunction with the offering memorandum dated April 16, 2021 [(, as supplemented by the supplement(s) to the offering memorandum dated [●,])] (the “**Offering Memorandum**”). The Offering Memorandum and any supplement thereto are available for viewing in electronic form on the website of the Luxembourg Stock Exchange ([www.bourse.lu](http://www.bourse.lu)). Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Offering Memorandum.

### **Wichtiger Hinweis**

*Dieses Dokument stellt die endgültigen Bedingungen für die Emission der hierin beschriebenen Schuldverschreibungen dar (die „**Endgültigen Bedingungen**“). Diese Endgültigen Bedingungen sind nur mit dem Offering Memorandum vom 16. April 2021 [(ergänzt durch [den][die] [Nachtrag][Nachträge] zum Offering Memorandum vom [●])] (das „**Offering Memorandum**“), gemeinsam zu lesen. Das Offering Memorandum sowie etwaige Nachträge können in elektronischer Form auf der Internetseite der Luxemburger Börse ([www.bourse.lu](http://www.bourse.lu)) eingesehen werden. Vollständige Informationen in Bezug auf die Emittentin und das Angebot sind nur in der Gesamtheit dieser Endgültigen Bedingungen und dem Offering Memorandum enthalten.*



## PART I – CONTRACTUAL TERMS

- [A. **In the case the options applicable to the relevant Series of Notes are to be determined by replicating the relevant provisions set forth in the Offering Memorandum as Option I or Option II including certain further options contained therein, respectively, and completing the relevant placeholders, insert:**

The Terms and Conditions applicable to the Notes (the “**Conditions**”) [, and the English language translation thereof,] are as set out below.

[In the case of Notes with fixed interest rates replicate here the relevant provisions of Option I including relevant further options contained therein, and complete relevant placeholders.]

[In the case of Notes with floating interest rates replicate here the relevant provisions of Option II including relevant further options contained therein, and complete relevant placeholders.]]

- [B. **In the case the options applicable to the relevant Series of Notes are to be determined by referring to the relevant provisions set forth in the Offering Memorandum as Option I or Option II including certain further options contained therein, respectively, insert:**

This Part I of the Final Terms is to be read in conjunction with the set of Terms and Conditions that apply to Notes with [fixed] [floating] interest rates set forth in the Offering Memorandum as [Option I] [Option II] (the “**Terms and Conditions**”). Capitalised terms shall have the meanings specified in the Terms and Conditions.

All references in this Part I of the Final Terms to numbered paragraphs and subparagraphs are to paragraphs and subparagraphs of the Terms and Conditions.

Include whichever of the following apply or specify as “Not applicable” (N/A). Note that the numbering should remain as set out below, even if “Not applicable” is indicated for individual paragraphs or subparagraphs. Footnotes denote directions for completing the Final Terms. The blanks in the provisions of the Terms and Conditions which are applicable to the Notes shall be deemed to be completed by the information contained in the Final Terms as if such information were inserted in the blanks of such provisions. All provisions in the Terms and Conditions corresponding to items in these Final Terms which are either not selected or completed or which are deleted shall be deemed to be deleted from the Terms and Conditions applicable to the Notes (the Terms and Conditions together with Part I of these Final Terms constitute the “**Conditions**”).]

## TEIL I – VERTRAGLICHE REGELUNGEN

- [A. **Falls die für die betreffende Serie von Schuldverschreibungen geltenden Optionen durch Wiederholung der betreffenden im Offering Memorandum als Option I oder Option II aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt und die betreffenden Leerstellen vervollständigt werden, einfügen:**

*Die für die Schuldverschreibungen geltenden Anleihebedingungen (die „Bedingungen“) [sowie deren englischsprachige Übersetzung] sind wie nachfolgend aufgeführt.*

*[Im Fall von Schuldverschreibungen mit fester Verzinsung hier die betreffenden Angaben der Option I (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen.]*

*[Im Fall von Schuldverschreibungen mit variabler Verzinsung hier die betreffenden Angaben der Option II (einschließlich der betreffenden weiteren Optionen) wiederholen und betreffende Leerstellen vervollständigen.]]*

- [B. **Falls die für die betreffende Serie von Schuldverschreibungen geltenden Optionen durch Verweisung auf die betreffenden im Offering Memorandum als Option I oder Option II aufgeführten Angaben (einschließlich der jeweils enthaltenen bestimmten weiteren Optionen) bestimmt werden, einfügen:**

*Dieser Teil I der Endgültigen Bedingungen ist in Verbindung mit dem Satz der Anleihebedingungen, der auf Schuldverschreibungen mit [fester] [variabler] Verzinsung Anwendung findet, zu lesen, der als [Option I] [Option II] im Offering Memorandum enthalten ist (die „Anleihebedingungen“). Begriffe, die in den*

*Anleihebedingungen definiert sind, haben dieselbe Bedeutung, wenn sie in diesen Endgültigen Bedingungen verwendet werden.*

*Bezugnahmen in diesem Teil I der Endgültigen Bedingungen auf Paragraphen und Absätze beziehen sich auf die Paragraphen und Absätze der Anleihebedingungen.*

*Anwendbare Bestimmung einfügen oder als „Nicht anwendbar“ (N/A) kennzeichnen. Es ist zu beachten, dass die Reihenfolge der Nummerierung unverändert bleibt, auch wenn einzelne Abschnitte oder Unterabschnitte als „nicht anwendbar“ gekennzeichnet sind. Fußnoten kennzeichnen Erläuterungen für die Bearbeitung der Endgültigen Bedingungen. Die Leerstellen in den auf die Schuldverschreibungen anwendbaren Bestimmungen der Anleihebedingungen gelten als durch die in den Endgültigen Bedingungen enthaltenen Angaben ausgefüllt, als ob die Leerstellen in den betreffenden Bestimmungen durch diese Angaben ausgefüllt wären. Sämtliche Bestimmungen der Anleihebedingungen, die sich auf Variablen dieser Endgültigen Bedingungen beziehen, die weder angekreuzt noch ausgefüllt oder die gestrichen werden, gelten als in den auf die Schuldverschreibungen anwendbaren Anleihebedingungen (die Anleihebedingungen zusammen mit diesem Teil I der Endgültigen Bedingungen sind die „**Bedingungen**“) gestrichen.]*

**§ 1 CURRENCY, DENOMINATION, FORM,  
CERTAIN DEFINITIONS**

**§ 1 WÄHRUNG, STÜCKELUNG, FORM, BESTIMMTE  
DEFINITIONEN**

Specified Currency:	[•]
<i>Festgelegte Währung:</i>	<i>[•]</i>
Aggregate Principal Amount:	[•] <sup>17</sup>
<i>Gesamtnennbetrag:</i>	<i>[•]</i> <sup>18</sup>
Aggregate Principal Amount in words:	[•] <sup>19</sup>
<i>Gesamtnennbetrag in Worten:</i>	<i>[•]</i> <sup>20</sup>
Specified Denomination:	[•] <sup>21</sup>
<i>Festgelegte Stückelung:</i>	<i>[•]</i> <sup>22</sup>

Issue Date:

*Begebungstag:*

**Clearing System(s)**

***Clearingsystem(e)***

- Clearstream, Frankfurt
- Clearstream, Luxembourg / Euroclear

**Global Note**

***Globalurkunde***

- Classical Global Note or deposited with Clearstream Frankfurt  
*Classical Global Note oder Verwahrung durch  
Clearstream Frankfurt*
- New Global Note  
*New Global Note*

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<sup>17</sup> Insert currency and amount of the Tranche.

<sup>18</sup> *Währung und Betrag der Tranche einfügen.*

<sup>19</sup> Insert currency and amount in words of the Tranche.

<sup>20</sup> *Währung und Betrag der Tranche in Worten einfügen.*

<sup>21</sup> The minimum denomination of the Notes will be, if in euro, EUR 100,000, and, if in any currency other than euro, an amount in such other currency at least equivalent to EUR 100,000 at the time of the issue of Notes.

<sup>22</sup> *Die Mindeststückelung der Schuldverschreibungen beträgt in Euro, EUR 100.000 oder, soweit in einer anderen Währung als Euro begeben, den Betrag in dieser Währung, der zum Zeitpunkt der Ausgabe der Schuldverschreibungen mindestens EUR 100.000 entspricht.*

§ 4 INTEREST

§ 4 ZINSEN

Fixed Rate Notes (Option I)

*Festverzinsliche Schuldverschreibungen  
(Option I)*

Rate of Interest: [•] % per annum

*Zinssatz:* [•] % per annum

Interest Commencement Date: [•]

*Verzinsungsbeginn:* [•]

Interest Payment Date(s): [•]

*Zinszahlungstag(e):* [•]

First Interest Payment Date: [•]

*Erster Zinszahlungstag:* [•]

Initial Broken Amount per Specified Denomination: [•]

*Anfänglicher Bruchteilzinsbetrag je  
Festgelegter Stückelung:* [•]

Last Interest Payment Date preceding the Maturity Date: [•]

*Letzter Zinszahlungstag, der dem  
Fälligkeitstag vorangeht:* [•]

Final Broken Amount per Specified Denomination: [•]

*Abschließender Bruchteilzinsbetrag je  
Festgelegter Stückelung:* [•]

Number of regular Interest Payment Dates per calendar year:<sup>23</sup> [•]

*Anzahl der regulären Zinszahlungstage im  
Kalenderjahr:*<sup>24</sup> [•]

Day Count Fraction

*Zinstagequotient*

Actual/365 or Actual/Actual (ISDA)

Actual/Actual (ICMA)

Actual/365 (Fixed)

Actual/360

<sup>23</sup> Only relevant where the Specified Currency is Euro and the Day Count Fraction is Actual/Actual (ICMA).

<sup>24</sup> Nur einschlägig, falls die Festgelegte Währung Euro ist und der Zinstagequotient Actual/Actual (ICMA) anwendbar ist.

30/360 / 360/360 / Bond Basis

30E/360 / Eurobond Basis

**Floating Rate Notes (Option II)**

**Variabel verzinsliche Schuldverschreibungen  
(Option II)**

Interest Payment Dates

*Zinszahlungstage*

Interest Commencement Date: [•]

*Verzinsungsbeginn:* [/•]

Specified Interest Payment Date(s): [•]

*Festgelegte Zinszahlungstag(e):* [/•]

Specified Interest Period(s): [[specify number] [weeks / months]]

*Festgelegte Zinsperiode(n):* [[Zahl einfügen] [Wochen / Monate]]

Business Day Convention

*Geschäftstagekonvention*

Modified Following Business Day  
Convention

*Modifizierte-Folgender-Geschäftstag-  
Konvention*

FRN Convention

*FRN Konvention*

Specify period(s): [specify number] months

*Zeitraum angeben:* [Zahl einfügen] Monate

Following Business Day Convention

*Folgender-Geschäftstag-Konvention*

Preceding Business Day Convention

*Vorangegangener-Geschäftstag-Konvention*

Business Day [insert relevant financial centre(s)][TARGET]

*Geschäftstag* [sämtliche relevanten Finanzzentren][TARGET]

Reference Rate

*Referenzsatz*

Margin: [•] % per annum

*Marge:* [/•] % per annum

plus

*zuzüglich*

minus

*abzüglich*

- EURIBOR**
- Period: [1 / 3 / 6 / 12]-months-EURIBOR  
*Zeitraum:* [1 / 3 / 6 / 12]-Monats-EURIBOR
- Interpolation: [first][last] Interest Period  
*Interpolation:* [erste][letzte] Zinsperiode
- Interpolation: [first][last] Interest Period  
*Interpolation:* [erste][letzte] Zinsperiode
- Minimum and Maximum Rate of Interest [Yes][No]  
*Mindest- und Höchstzinssatz* [Ja][Nein]
- Minimum Rate of Interest: [●]% per annum  
 Mindestzinssatz: [●] % per annum  
 Maximum Rate of Interest: [●]% per annum  
 Höchstzinssatz: [●] % per annum
- Day Count Fraction  
*Zinstagequotient*
- Actual/365 or Actual/Actual (ISDA)  
 Actual/365 (Fixed)  
 Actual/360  
 30/360 / 360/360 / Bond Basis  
 30E/360 / Eurobond Basis

**§ 5 PAYMENTS**

**§ 5 ZAHLUNGEN**

- Financial centre(s) relating to Business Day: [●]  
*Finanzzentrum (-zentren) in Bezug auf Geschäftstage:* [●]

**§ 6 REDEMPTION**

**§ 6 RÜCKZAHLUNG**

- Maturity Date: [●]<sup>25</sup>  
*Endfälligkeitstag:* [●]<sup>26</sup>  
 Redemption Month: [●]<sup>27</sup>  
*Rückzahlungsmonat:* [●]<sup>28</sup>

<sup>25</sup> Always to be inserted in case of Fixed Rate Notes. Specify date for Floating Rate Notes, if applicable.

<sup>26</sup> *Im Falle von festverzinslichen Schuldverschreibungen immer auszufüllen. Genaues Datum für variabel verzinsliche Schuldverschreibungen angeben, sofern anwendbar.*

<sup>27</sup> Specify relevant month for Floating Rate Notes, if applicable.

<sup>28</sup> *Betreffenden Monat für variabel verzinsliche Schuldverschreibungen angeben, sofern anwendbar.*

Early Redemption at the Option of the Issuer on Issuer Call Redemption Date[s].	[Yes] [No]
<i>Vorzeitige Rückzahlung nach Wahl der Emittentin [am] [an] Emittenten Wahl-Rückzahlungstag[en].</i>	<i>[Ja] [Nein]</i>
Issuer Call Redemption Date[s]:	[insert Issuer Call Redemption Date(s)]
<i>Emittenten Wahl-Rückzahlungstag[e]:</i>	<i>[Emittenten Wahl-Rückzahlungstag(e) einfügen]</i>
Issuer Call Redemption Amount[s]:	[insert Issuer Call Redemption Amount(s)]
<i>Emittenten Wahl-Rückzahlungsbetrag:</i>	<i>[Emittenten Wahl-Rückzahlungsbetrag/ beträge einfügen]</i>
Early Redemption at the Option of the Issuer during a Call Redemption Period	[Yes] [No]
<i>Vorzeitige Rückzahlung nach Wahl der Emittentin während einer Call-Rückzahlungsperiode</i>	<i>[Ja] [Nein]</i>
Issuer Call Redemption Period[s]:	[insert Issuer Call Redemption Period(s)]
<i>Emittenten Wahl- Rückzahlungsperiode[n]:</i>	<i>[Emittenten Call- Rückzahlungsperiode(n) einfügen]</i>
Issuer Call Redemption Amount[s]:	[insert Issuer Call Redemption Amount(s)]
<i>Emittenten Wahl-Rückzahlungsbetrag</i>	<i>[Emittenten Call-Rückzahlungsbetrag/ beträge einfügen]</i>
Early redemption at the option of the Issuer at the Call Redemption Amount (Make-Whole): <sup>29</sup>	[Yes] [No]
<i>Vorzeitige Rückzahlung nach Wahl der Emittentin zum Wahl-Rückzahlungsbetrag (Make-Whole):<sup>30</sup></i>	<i>[Ja] [Nein]</i>
Make-Whole Amount:	Benchmark Yield plus [●]%
<i>Abgezinsten Marktpreis (Make-Whole Amount):</i>	<i>Benchmark Rendite zuzüglich [●] %</i>
Benchmark Yield:	[Euro denominated benchmark debt security of the Federal Republic of Germany] [other relevant benchmark] specifying the following details: ISIN or other securities code, based on the reference price for such benchmark security on such day, as observed at or about noon [(Frankfurt time)] [other relevant time] on such date on Bloomberg page [ISIN] Govt HP (using the setting “Fixing Price” and the pricing source [“FRNK”] [other source as relevant]), or as derived or published by such other source as determined by the Calculation Agent
<i>Benchmark Rendite:</i>	<i>[Euro-Referenz-Anleihe der Bundesrepublik Deutschland] [andere Referenzanleihe] unter Angabe folgender Einzelheiten: ISIN oder andere Wertpapierkennung, basierend auf dem Referenzpreis für diese Referenz-Anleihe an diesem Tag, wie um oder gegen 12:00 Uhr mittags [(Frankfurter Zeit)] [andere relevante Zeitzone] an diesem Tag auf der Bloomberg Seite [ISIN] Govt HP (unter Nutzung der Einstellung „Fixing Price“ und der Preisquelle [„FRNK“] [andere relevante</i>

<sup>29</sup> Only applicable in case of Fixed Rate Notes.

<sup>30</sup> Nur im Falle von festverzinslichen Schuldverschreibungen anwendbar.

*Preisquelle]) abgelesen, oder wie von einer anderen, durch die Berechnungsstelle festgelegten, Quelle hergeleitet oder veröffentlicht*

Early redemption at the option of the Issuer for Reasons of Minimal Outstanding Aggregate Principal Amount:	[Yes] [No]
<i>Vorzeitige Rückzahlung nach Wahl der Emittentin bei geringem ausstehenden Gesamtnennbetrag:</i>	<i>[Ja] [Nein]</i>
Early Redemption at the option of the Issuer upon the occurrence of a transaction related event:	[Yes] [No]
<i>Vorzeitige Rückzahlung nach Wahl der Emittentin bei Eintritt eines transaktionsbezogenen Ereignisses:</i>	<i>[Ja] [Nein]</i>
Transaction:	[Insert description of transaction]
<i>Transaktion:</i>	<i>[Beschreibung der Transaktion einfügen]</i>
Transaction Notice Period:	[insert issue date] to [insert end of period date]
<i>Transaktionskündigungsfrist:</i>	<i>[Begebungstag einfügen] bis zum [Datum Ende des Zeitraums einfügen]</i>
Trigger Call Redemption Amount:	[●]%
<i>Ereignis-Wahl-Rückzahlungsbetrag:</i>	<i>[●] %</i>
Early Redemption as a result of a Change of Control:	[Yes] [No]
<i>Vorzeitige Rückzahlung im Falle eines Kontrollwechsels:</i>	<i>[Ja] [Nein]</i>
Early Redemption at the Option of a Holder:	[Yes] [No]
<i>Vorzeitige Rückzahlung nach Wahl eines Gläubigers:</i>	<i>[Ja] [Nein]</i>
Put Redemption Date(s):	[Put Redemption Dates(s)]
<i>Gläubigerwahl-Rückzahlungstag(e):</i>	<i>[Gläubigerwahl-Rückzahlungstag(e)]</i>
Put Redemption Amount(s):	[Put Redemption Amount(s)]
<i>Gläubigerwahl-Rückzahlungsbetrag/-beträge:</i>	<i>[Gläubigerwahl-Rückzahlungsbetrag/-beträge]</i>

**§ 7 PAYING AGENT [AND CALCULATION AGENT]**

**§ 7 ZAHLSTELLE [UND BERECHNUNGSSTELLE]**

<input type="checkbox"/> Calculation Agent/specified office:	[Not applicable] [Deutsche Bank Aktiengesellschaft] [Conv-Ex Advisors Limited] [name and specified office]
<i>Berechnungsstelle/bezeichnete Geschäftsstelle:</i>	<i>[Nicht anwendbar] [Deutsche Bank Aktiengesellschaft] [Conv-Ex Advisors Limited] [Name und bezeichnete Geschäftsstelle]</i>

**§ 18 LANGUAGE<sup>31</sup>**

**§ 18 SPRACHE<sup>32</sup>**

- German and English, German binding  
*Deutsch und Englisch, Deutsch bindend*
- German and English, English binding  
*Deutsch und Englisch, Englisch bindend*

<sup>31</sup> To be determined in consultation with the Issuer.

<sup>32</sup> In Abstimmung mit der Emittentin festzulegen.



German only

*Nur Deutsch*

English only

*Nur Englisch*

**PART II – OTHER INFORMATION<sup>33</sup>**  
**TEIL II – ANDERE INFORMATIONEN<sup>34</sup>**

**Listing and admission to trading**

***Börsennotierung und Zulassung zum Handel***

- Euro MTF of the Luxembourg Stock Exchange  
*Euro MTF der Luxemburger Börse*
- Other market: [give details]  
*Anderer Markt: [Angabe von Einzelheiten]*
- Date of admission: [insert date]  
*Datum der Zulassung: [Angabe des Datums]*
- Name and address of any paying agents and depository agents in each country: [give details]  
*Name und Anschrift etwaiger Zahlstellen und Verwahrstellen in jedem Land: [Angabe von Einzelheiten]*
- Estimate of the total expenses related to the admission to trading: [give details]  
*Geschätzte Gesamtkosten für die Zulassung zum Handel: [Angabe von Einzelheiten]*
- Representation of debt security holders including an identification of the organised representing the investors and provisions applying to such representation. Indication of the website investors may have free access to the contracts relating to these forms of representation [Not applicable][specify details]  
*Vertretung der Inhaber von Nichtdividendenwerten unter Angabe der die Anleger vertretenden Organised und der auf die Vertretung anwendbaren Bestimmungen. Angabe der Website, auf der die Öffentlichkeit kostenlos die Verträge einsehen kann, die diese Vertretung regeln [Nicht anwendbar] [Einzelheiten einfügen]*
- If different from the issuer, the identity and contact details of the offeror of the securities and/or the person asking for admission to trading, including the legal entity identifier ('LEI') where the offeror has legal personality: [give details]  
*Sofern der Anbieter nicht dieselbe Person wie der Emittent ist, Angabe der Identität und der Kontaktdaten des Anbieters der Wertpapiere und/oder der die Zulassung zum Handel beantragenden Person einschließlich der Rechtsträgerkennung (LEI), falls der Anbieter Rechtspersönlichkeit hat. [Angabe von Einzelheiten]*

<sup>33</sup> There is no obligation to complete Part II of the Final Terms in case of Notes with a Specified Denomination of at least EUR 100,000 or its equivalent in any other currency, provided that such Notes will not be admitted to trading on any regulated market within the European Economic Area. To be completed in consultation with the Issuer.

<sup>34</sup> Es besteht keine Verpflichtung, Teil II der Endgültigen Bedingungen bei Schuldverschreibungen mit einer Festgelegten Stückelung von mindestens EUR 100.000 oder dem Gegenwert in einer anderen Währung auszufüllen, sofern diese Schuldverschreibungen nicht an einem geregelten Markt innerhalb des Europäischen Wirtschaftsraums zum Handel zugelassen werden. In Absprache mit der Emittentin auszufüllen.

- Not admitted to trading

*Nicht zum Handel zugelassen*

### Rating of the Notes

#### Rating der Schuldverschreibungen

- The Notes to be issued are expected to be rated as follows<sup>35</sup>

*Die zu begebenden Schuldverschreibungen werden voraussichtlich wie folgt geratet<sup>36</sup>*

- |                                                  |     |
|--------------------------------------------------|-----|
| <input type="checkbox"/> Moody's:                | [●] |
| <input type="checkbox"/> S&P:                    | [●] |
| <input type="checkbox"/> [Other] <sup>37</sup> : | [●] |
- The Notes have not been rated.

*Die Schuldverschreibungen wurden nicht geratet.*

### Interests of natural and legal persons involved in the issue/offer

#### Interessen von natürlichen oder juristischen Personen, die bei der Emission/dem Angebot beteiligt sind

- [So far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.]

*[Soweit es der Emittentin bekannt ist, hat keine Person, die bei dem Angebot der Schuldverschreibungen beteiligt ist, Interessen, die für das Angebot von wesentlicher Bedeutung sind.]*

- Other interest (specify): [specify details]

*Andere Interessen (angeben): [Einzelheiten einfügen]*

### Use and estimated Net Proceeds

#### Verwendung und geschätzte Nettoerlöse

Use of proceeds:<sup>38</sup> [specify details] [Green bonds – specify details]

*Verwendung der Emissionserlöse:<sup>39</sup> [Einzelheiten einfügen] [Green Bonds – Einzelheiten angeben]*

Estimated net proceeds: [●]

*Geschätzter Nettobetrag des Emissionserlöses: [●]*

<sup>35</sup> Include brief explanation of the meaning of the rating if this has previously been published by the rating provider.

<sup>36</sup> Kurze Erläuterung der Bedeutung des Ratings aufnehmen, sofern zuvor von der Ratingagentur veröffentlicht.

<sup>37</sup> Indicate whether the rating agency is established in the European Community or in the United Kingdom and is registered under the CRA Regulation.

*Angabe, ob die Ratingagentur ihren Sitz in der Europäischen Gemeinschaft oder in dem Vereinigten Königreich hat und gemäß der CRA-Verordnung registriert ist.*

<sup>38</sup> See paragraph „Use of Proceeds” in the Offering Memorandum. If reasons for the offer are different from general financing purposes of the Issuer include those reasons here.

*Angabe, ob die Ratingagentur ihren Sitz in der Europäischen Gemeinschaft hat und gemäß der CRA-Verordnung registriert ist.*

<sup>39</sup> *Siehe Abschnitt „Use of Proceeds” im Offering Memorandum. Sofern die Gründe für das Angebot nicht in allgemeinen Finanzierungszwecken der Emittentin bestehen, sind die Gründe hier anzugeben.*

## Yield

### Rendite

Yield:<sup>40</sup> [●]

Rendite:<sup>41</sup> [●]

## Placing and Underwriting

### Platzierung und Übernahme

Method of distribution [Non-syndicated][Syndicated]

Vertriebsmethode [Nicht syndiziert][Syndiziert]

## Management Details including form of commitment

### Einzelheiten bezüglich des Bankenkonsortiums einschließlich der Art der Übernahme

Dealer / Management Group (specify) [●]

Platzeur / Bankenkonsortium (angeben) [●]

Firm commitment [Yes][No]

Feste Zusage [Ja][Nein]

No firm commitment / best efforts arrangements [Yes][No]

Ohne feste Zusage / zu den bestmöglichen Bedingungen [Ja][Nein]

Prohibition of Sales to Retail Investors in the European Economic Area:<sup>42</sup> [Applicable][Not applicable]

Verkaufsverbot an Kleinanleger im Europäischen Wirtschaftsraum:<sup>43</sup> [Anwendbar][Nicht anwendbar]

Prohibition of Sales to Retail Investors in the United Kingdom:<sup>44</sup> [Applicable][Not applicable]

Verkaufsverbot an Kleinanleger im Vereinigten Königreich:<sup>45</sup> [Anwendbar][Nicht anwendbar]

Stabilisation Manager(s): [None][give name]

Stabilisation Manager(s): [Keiner][Angabe des Namens]

## Security Codes and Eurosystem eligibility

### Wertpapierkennung and EZB-Fähigkeit

ISIN: [●]

Common Code: [●]

WKN: [●]

[CFI:] [●]

[FISN:] [●]

<sup>40</sup> Not required in case of Floating Rate Notes.

<sup>41</sup> Nicht erforderlich im Fall von variabel verzinsten Schuldverschreibungen.

<sup>42</sup> Specify "Applicable" if the Notes may constitute "packaged" products pursuant to the PRIIPs Regulation and no key information document will be prepared in the EEA.

<sup>43</sup> "Anwendbar" wählen, wenn die Schuldverschreibungen als "verpackte Produkte" nach der PRIIPs Verordnung einzuordnen sein könnten und kein Basisinformationsblatt im EWR erstellt wird.

<sup>44</sup> Specify "Applicable" if the Notes may constitute "packaged" products pursuant to the PRIIPs Regulation and no key information document will be prepared in the UK.

<sup>45</sup> "Anwendbar" wählen, wenn die Schuldverschreibungen als "verpackte Produkte" nach der PRIIPs Verordnung einzuordnen sein könnten und kein Basisinformationsblatt in UK erstellt wird.

[Any other security number:]	[●]
<i>[Sonstige Wertpapierkennung:]</i>	[●]
Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes] [No] [Not applicable in case of a Classical Global Note]
<i>Soll in EZB-fähiger Weise gehalten werden:</i>	<i>[Ja] [Nein] [Nicht anwendbar im Fall einer Classical Global Note]</i>
	<p>[Note that the designation “Yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper, and does not necessarily mean that the Notes will be recognized as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]<sup>46</sup></p>
	<p><i>[Es wird darauf hingewiesen, dass „Ja“ hier lediglich bedeutet, dass die Wertpapiere nach ihrer Begebung bei einem der ICSDs als gemeinsamen Verwahrer verwahrt werden und es bedeutet nicht notwendigerweise, dass die Schuldverschreibungen als geeignete Sicherheit im Sinne der Währungspolitik des Eurosystems und der taggleichen Überziehungen (intraday credit operations) des Eurosystems entweder nach Begebung oder zu irgendeinem Zeitpunkt während ihrer Existenz anerkannt werden. Eine solche Anerkennung wird vom Urteil der EZB abhängen, dass die Eurosystemfähigkeitskriterien erfüllt werden.]<sup>47</sup></i></p>
	<p>[Whilst the designation is specified as “No” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them, the Notes may then be deposited with one of the ICSDs as common safekeeper (and registered in the name of a nominee of one of the ICSDs acting as common safekeeper). Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]<sup>48</sup></p>
	<p><i>[Während die Bestimmung am Tag dieser Endgültigen Bedingungen mit „Nein“ festgelegt wurde, können sich die Eurosystemfähigkeitskriterien für die Zukunft derart ändern, dass die Schuldverschreibungen fähig sein werden diese einzuhalten. Die Schuldverschreibungen können dann bei einer der ICSDs als gemeinsamer Verwahrer hinterlegt (und auf den Namen eines Nominees von einem der ICSDs als gemeinsamer Verwahrer eingetragen) werden. Es ist zu beachten, dass die Schuldverschreibungen selbst dann nicht notwendigerweise als geeignete Sicherheit im Sinne der Währungspolitik des Eurosystems und der taggleichen Überziehungen (intraday credit operations) des Eurosystems zu irgendeinem Zeitpunkt während ihrer Existenz anerkannt</i></p>

<sup>46</sup> Include explanation in case of an NGN deposited with one of the ICSDs.

<sup>47</sup> Erläuterung einfügen im Fall einer durch einen der ICSDs verwahrten NGN.

<sup>48</sup> Include explanation in case of an NGN not deposited with one of the ICSDs.

*werden. Eine solche Anerkennung wird vom Urteil der EZB abhängen, dass die Eurosystemfähigkeitskriterien erfüllt werden.]<sup>49</sup>*

[Note that the designation “Yes” simply means that the Notes are intended upon issue to be deposited with Clearstream Banking AG, Frankfurt am Main and that this does not necessarily mean that the Notes will be recognised as eligible collateral by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.]<sup>50</sup>

*[Es wird darauf hingewiesen, dass „Ja“ hier lediglich bedeutet, dass die Schuldverschreibungen nach ihrer Begebung von Clearstream Banking AG, Frankfurt am Main verwahrt werden und dass die Schuldverschreibungen bei ihrer Begebung, zu irgendeinem Zeitpunkt während ihrer Laufzeit oder während ihrer gesamten Laufzeit nicht notwendigerweise als EZB-fähige Sicherheiten anerkannt werden. Eine solche Anerkennung hängt davon ab, ob die Zulässigkeitskriterien des Eurosystems erfüllt sind.]<sup>51</sup>*

#### **[Listing application**

These Final Terms comprise the final terms required to list the issue of Notes described herein pursuant to the Euro 5,000,000,000 Euro Medium Term Note Programme of ADLER Group S.A. on the Luxembourg Stock Exchange.]

#### **[Antrag auf Börsennotierung**

*Diese Endgültigen Bedingungen enthalten die Details, die erforderlich sind, um die hierin beschriebenen Schuldverschreibungen des Euro 5.000.000.000 Euro Medium Term Note Programme der ADLER Group S.A. an der Luxemburger Wertpapierbörse zu notieren.]*

#### **Authorisation**

The issue of this Series of Notes was authorised by a resolution of [●] of [●] passed on [●].

#### **Genehmigung**

*Die Emission dieser Serie von Schuldverschreibungen wurde durch einen Beschluss des [●] der [●] vom [●] genehmigt.*

#### **[Third Party Information**

With respect to any information included herein and specified to be sourced from a third party (i) the Issuer confirms that any such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information available to it from such third party, no facts have been omitted the omission of which would render the reproduced information inaccurate or misleading and (ii) the Issuer has not independently verified any such information and accepts no responsibility for the accuracy thereof. The following sources were used [●].]

#### **[Informationen von Seiten Dritter**

*Hinsichtlich der hierin enthaltenen und als solche gekennzeichneten Informationen von Seiten Dritter gilt Folgendes: (i) Die Emittentin bestätigt, dass diese Informationen zutreffend wiedergegeben worden sind und – soweit es der Emittentin bekannt ist und sie aus den von diesen Dritten zur Verfügung gestellten Informationen ableiten konnte – keine Fakten weggelassen wurden, deren Fehlen die reproduzierten Informationen unzutreffend oder irreführend*

<sup>49</sup> Erläuterung einfügen im Fall einer nicht durch einen der ICSDs verwahrten NGN.

<sup>50</sup> Include explanation in case of Notes deposited with CBF.

<sup>51</sup> Erläuterung einfügen im Fall einer Verwahrung der Schuldverschreibungen durch CBF.

*gestalten würden; (ii) die Emittentin hat diese Informationen nicht selbständig überprüft und übernimmt keine Verantwortung für ihre Richtigkeit. Folgende Quellen wurden verwendet [●].]*

Signed on behalf of

**ADLER Group S.A.**

By: \_\_\_\_\_  
Duly authorised

## DESCRIPTION OF THE COMPANY AND THE ADLER GROUP

### General Information on the Company and the ADLER Group

#### *Formation and Incorporation, History and Development*

On November 13, 2007, the predecessor of the Company was incorporated as a private limited liability company in Cyprus with the Cyprus Department of Registrar of Companies and Official Receiver under the legal name “Swallowbird Trading & Investments Limited” and with its registered office at 48 Inonenon Ethnon, Guricon House, Ground floor, Flat/office D, 6042, Larnaca, Cyprus, registered number HE212131.

The Company moved its registered office and central administration to Luxembourg by decision of the General Meeting dated June 8, 2015 and adopted the form of a private limited liability company under Luxembourg law (*société à responsabilité limitée*) and changed its legal name to “ADO Properties S.à r.l.”. The Company was subsequently converted to a public limited liability company under Luxembourg law (*société anonyme*) by decision of the General Meeting dated June 16, 2015 and changed its legal name to “ADO Properties S.A.”.

On June 11, 2015, the Company was registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) under registration number B197554. Deletion of the Company’s registration in Cyprus was completed on June 8, 2015.

On July 23, 2015, the Company completed its initial public offering and all of its shares (ISIN LU1250154413) are traded on the regulated market segment (*Regulierter Markt*) of the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*) and on the sub-segment thereof with additional post-admission obligations (Prime Standard).

The Company changed its legal name to “ADLER Group S.A.” by decision of the General Meeting dated September 29, 2020.

#### *Legal and Commercial Name, Address and LEI*

The legal name of the Company is ADLER Group S.A. and the Company operates under the commercial names “ADLER Group”, “ADLER Real Estate” and “ADO”.

The Company, with Legal Entity Identifier (LEI) 391200OYYFJ3DWAMEC69, has its business address at 1B, Heienhaff, L-1736 Senningerberg, Luxembourg, and is registered with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 197554.

The Company is a public limited liability company incorporated and operating under Luxembourg law (*société anonyme*).

#### *Corporate Purpose, Registered Office, Fiscal Year and Duration*

As a Luxembourg public limited liability company (*société anonyme*), the Company is governed by the laws of the Grand Duchy of Luxembourg and in particular the Luxembourg Companies Law.

Pursuant to Article 4 of the Company’s articles of association (the “**Articles of Association**”), the Company’s corporate purpose includes, but is not limited to, the following: the long-term creation of value by investment in and development of real estate properties and immovable property as well as the purchase, rental and disposal of such properties. It may also carry out real estate management for its own purposes and any other activity whatsoever in the real estate sector. In this respect, the Company may borrow in any form including by way of public offer of securities. This description is to be understood in the broadest senses and shall not be limiting.

The Company’s registered office is at 1B, Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg (telephone: +352 278 456 710). The Company’s website is [www.adler-group.com](http://www.adler-group.com). The information contained on this website does not constitute a part of this Offering Memorandum.

The Company’s fiscal year begins on January 1 of each year and terminates on December 31 of the same year.

The Company is established for an unlimited period of time.

#### *Statutory Auditor*

The Company’s statutory auditor (*réviseur d’entreprises agréé*) is KPMG Luxembourg, *Société cooperative* (“**KPMG**”), with registered office at 39, avenue John F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, and registered with the CSSF as an approved audit firm (*cabinet de révision agréé*) and with the Luxembourg Register of Commerce and Companies (*Registre de Commerce et des Sociétés, Luxembourg*)



under number B149133 and is a member of the Luxembourg Institute of Company Auditors (*Institut des Réviseurs d'Entreprises, Luxembourg*). KPMG has audited the Company's consolidated financial statements as of and for the fiscal years ended December 31, 2020 and 2019, each prepared in accordance with IFRS, and issued an unqualified auditor's report in each case.

### **Group Structure**

The Company is the holding company of the ADLER Group. The Company's business is primarily conducted by its relevant operating subsidiaries. The ADLER Group's consolidated financial statements include all material subsidiaries whose financial and business policy can be controlled, either directly or indirectly, by the Company and the equity interests of the material subsidiaries whose financial and business policy can be influenced by the ADLER Group to a significant extent. As of December 31, 2020, the ADLER Group comprises 616 consolidated subsidiaries.

### **Ratings of the Company**

The Company is assigned a long-term issuer credit rating of "BB" with a stable outlook by S&P as of April 23, 2020. S&P has a registered office in the EU and has been validly registered by ESMA pursuant to Regulation (EC) 1060/2009 of the European Parliament and of the Council of September 16, 2009 on credit rating agencies, as amended. The Company is assigned a "Ba2" rating with a stable outlook by Moody's as of June 30, 2020.

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organization (see "*Risk Factors—Risks related to the ADLER Group's Financial Situation —A downgrade or a withdrawal of the Company's current credit rating may impact our ability to obtain financing or issue further debt and may have a negative impact on our debt costs and on the market price of the Notes.*").

### **Shareholder Structure**

As of the date of this Offering Memorandum, the Company's share capital amounts to €145,712.69, divided into 117,510,233 ordinary shares in dematerialized form with no nominal value. To the knowledge of the Company and based on the shareholding notifications received by the Company as of the date of this Offering Memorandum, the following shareholders held an interest (direct or indirect) of at least 5% in the Company's shares as of the date of this Offering Memorandum. The percentage values shown in the table below are the shares of voting rights last notified to the Company in relation to the Company's share capital as of the date of the respective notification, as adjusted to reflect the changes the Company's registered share capital as of the date of this Offering Memorandum. It should be noted that the number and share of voting rights last notified may have changed since the respective notification was submitted to the Company given that there is no obligation to notify unless the voting rights reached, exceeded or fell below notifiable thresholds:

<b>Shareholder<sup>(1)</sup></b>	<b>Voting rights (in %)<sup>(2)</sup></b>
Aggregate Holdings S.A. <sup>(3)</sup> .....	26.6
Fairwater Multi-Strategy Investment ICAV <sup>(4)</sup> .....	5.0
Free float.....	68.4
<b>Total</b> .....	<b>100.0</b>

(1) The information in relation to the individual shareholder is based on the shareholding notifications received by the Company and publicly available information as of the date of this Offering Memorandum.

(2) The percentage of voting rights was calculated on the basis of the Company's registered share capital as of the date of this Offering Memorandum.

(3) The voting rights held by Aggregate Holdings S.A. are indirectly attributable to the ultimate shareholder Günter Walcher.

(4) Direct shareholding of Fairwater Multi-Strategy Investment ICAV, managed by Mirabella Malta Limited and acting as AIFM, holding the shares in and acting in respect of the sub-fund Fairwater Real Estate Opportunities Fund.

Subject to any limitations imposed by Luxembourg laws, each share in the Company confers one vote at the Company's general meeting (the "**General Meeting**"). The Company is neither directly nor indirectly owned nor controlled by any other company or person. There are no arrangements known to the Company, the operation of which may at a subsequent date result in a change of control in the Company.

## Business

### Overview

We believe that we are a top-five residential real estate company in Germany based on GAV. We are focused on becoming a leading integrated residential property group that is active throughout Germany. We create value by active portfolio and property management and opportunistic growth through strategic acquisitions. We also specialize in and focus on the purchase, management and development of income-generating multi-family residential real estate.

The fair value of the ADLER Group property portfolio as of December 31, 2020 was €11.4 billion. As of December 31, 2020, the ADLER Group's property portfolio consisted of 67,571 residential units with a total lettable area of 4,154,926 sqm, 2,151 commercial units (retail, office and other commercial) with a total lettable area of 250,339 sqm, 16,370 parking spaces and spaces for storage, antennas, etc. As of December 31, 2020, the ADLER Group's vacancy rate was 3.2% and 6.2% for its residential units and commercial units, respectively. As of December 31, 2020, the average monthly net rent per sqm was €6.13 and €9.30 for its residential units and commercial units, respectively.

Our business activities are influenced by numerous demographic, economic and political factors. Given our involvement in the real estate sector, we are affected by developments affecting and related to the residential property market in Germany, in particular macro-economic indicators such as population growth, economic growth, employment, purchasing power and the consumer price index. Furthermore, we are significantly affected by trends in micro-economic indicators, such as the future development of housing prices, rent levels, vacancy rates and home ownership rates. As a result, we compete with a number of privately and communally owned residential real estate companies.

Our business model currently focuses on asset and property management, portfolio and facility management and identifying residential properties throughout Germany that present opportunities for us to create value by increasing rents, decreasing vacancy and privatizing condominiums. Market rents as well as the official rent index ("*Mietspiegel*") have been constantly increasing in Germany over the recent years. Our residential units face strong demand from broad segments of the population: from the growing youth population to individuals with low and medium household income, some of which are being supported by social benefits and transfer payments from public authorities. We believe that our residential units provide tenants with an attractive value proposition and are suitable to market demand, which is further enhanced by our active approach to capital expenditure for refurbishment.

In addition, we seek to add value through the use of our efficient, fully integrated in-house management and tenant service platform to manage our portfolios. We believe that due to our history and particularly through our operational efforts since our establishment in 2006, we have achieved significant recognition in the market and as evidenced by our long-standing track record in achieving strong rental growth (see "*Competitive Strengths*").

The ADLER Group generated income from rental activities of €383,906 thousand during the fiscal year ended December 31, 2020 (the "**Fiscal Year 2020**"), and €141,572 thousand during the fiscal year ended December 31, 2019 (the "**Fiscal Year 2019**"); EBITDA from rental activities of €187,014 thousand during the Fiscal Year 2020 (Fiscal Year 2019: €91,997 thousand); EBITDA Total of €247,349 thousand during the Fiscal Year 2020 (Fiscal Year 2019: €95,887 thousand); FFO 1 (from rental activities) of €107,128 thousand during the Fiscal Year 2020 (Fiscal Year 2019: €63,173 thousand); and FFO 2 (including disposal results and development activities) of €126,654 thousand during the Fiscal Year 2020 (Fiscal Year 2019: €64,982 thousand). The ADLER Group's EPRA NRV amounted to €6,037,159 thousand as of December 31, 2020 (December 31, 2019: €3,229,882 thousand); EPRA NAV amounted to €5,213,874 thousand as of December 31, 2020 (December 31, 2019: €2,923,601 thousand); and LTV-Ratio was 53.4% as of December 31, 2020 (December 31, 2019: 23.2%).

For a reconciliation of EBITDA from rental activities, EBITDA Total, FFO 1 (from rental activities), FFO 2 (including disposal results and development activities), LTV-Ratio and EPRA NAV to the most nearly comparable IFRS figures, see "*Selected Consolidated Financial Information of the Company—Additional Non-IFRS Performance Measures*".

As of and for the fiscal year 2020, the ADLER Group achieved €6.30 of rent per square meter per month, like-for-like rental growth of 2.2%, a vacancy rate of 3.4% and an FFO 1 (from rental activities) of €107.1 million as well as an EPRA NRV of €6,037.2 million.

On a combined basis, as of and for the Fiscal Year 2019, ADLER Group S.A. (formerly ADO Properties S.A.) and ADLER Real Estate achieved €6.2 of rent per square meter per month (ADLER Group S.A.: €7.4; ADLER

Real Estate AG: €5.6), like-for-like rental growth of 3.3% (ADLER Group S.A.: 5.0%; ADLER Real Estate AG: 2.4%), a vacancy rate of 4.8% (ADLER Group S.A.: 2.8%; ADLER Real Estate AG: 5.4%) and an FFO 1 (from rental activities) of €147 million (ADLER Group S.A.: €63 million; ADLER Real Estate AG: €84 million) as well as an EPRA NAV of €4,879 million (ADLER Group S.A.: €2,924 million; ADLER Real Estate AG: €1,973 million).

### ***Description of Recent Transactions***

#### ***Business Combination with ADLER Real Estate***

##### **Merger with ADO Group Ltd.**

On September 23, 2019, (i) ADLER Real Estate Aktiengesellschaft (“**ADLER Real Estate**”), (ii) LI Lorgen Ltd., Ramat Gan, Israel, a wholly-owned subsidiary of ADLER Real Estate, which was acquired solely for purposes of the acquisition, and (iii) ADO Group Ltd., Tel Aviv, Israel, a public limited liability company organized under the laws of the State of Israel, whose most substantial asset is its stake in ADO Properties S.A. (renamed to ADLER Group S.A.), entered into an agreement and plan of merger by way of reverse-triangular merger (the “**Merger Agreement**”). According to the Merger Agreement, LI Lorgen Ltd. was merged into ADO Group Ltd. as the absorbing entity (the Merger Agreement and the transactions contemplated thereby are referred to as the “**Merger**”). As a consequence of the Merger, LI Lorgen Ltd. ceased to exist and ADO Group Ltd. became a wholly-owned subsidiary of ADLER Real Estate on the terms and subject to the conditions set forth in the Merger Agreement and in accordance with certain provisions of the companies law of the State of Israel. Following the completion of the Merger, which was closed on December 10, 2019, the ADLER Real Estate and its consolidated subsidiaries (the “**ADLER Real Estate Group**”) held 33.25% of the shares and voting rights in the Company.

##### **Business Combination and ADLER Offer**

On December 15, 2019, the Company and ADLER Real Estate entered into a business combination agreement (the “**BCA**”) to combine the business of the ADLER Real Estate Group with the business of ADO Properties S.A. (renamed to ADLER Group S.A.) and its consolidated subsidiaries (the “**Business Combination**”). Additionally, the Company announced its intention to make the ADLER Offer on December 15, 2019.

As set out in the BCA, the Company agreed to offer 0.4164 new shares in the Company as consideration in exchange for each ADLER Share. The implied exchange ratio of 0.4164 to 1.0 was determined on the basis of the Company’s and ADLER Real Estate’s reported EPRA NAV per share as of September 30, 2019. ADLER Real Estate’s EPRA NAV per share referenced for determining the exchange ratio was adjusted for the assumed conversion of ADLER Real Estate’s outstanding convertible bonds. Based on the closing price of the Company’s shares prior to the day of the announcement of the ADLER Offer, the resulting offer price would amount to €14.55, thus constituting a premium of 17.33% compared to the closing price of the shares in ADLER Real Estate as of December 13, 2019.

The ADLER Offer was launched on February 7, 2020 and expired on March 25, 2020. 91.93% of ADLER Real Estate shareholders accepted the ADLER Offer. Settlement of the ADLER Offer occurred on and ADLER Real Estate was consolidated into ADO Properties S.A. (renamed to ADLER Group S.A.) with effect from April 9, 2020. On May 12, 2020, the Company bilaterally acquired additional shares corresponding to 0.58% of the share capital in ADLER Real Estate in exchange for newly issued shares in the Company at an exchange ratio corresponding to the exchange ratio of the ADLER Offer (the “**Additional Acquisition**”). The Additional Acquisition settled on May 20, 2020.

As a result of the completion of the Business Combination (the “**Completion**”), the Company held 66,404,915, or 91.93%, of shares in ADLER Real Estate. As a result of both the Completion and the Additional Acquisition, the Company held 66,824,783, or 92.53%, of shares in ADLER Real Estate.

##### **WESTGRUND Offer**

On March 25, 2020, the Company announced its decision to make a voluntary public takeover offer to all shareholders of WESTGRUND Aktiengesellschaft (“**WESTGRUND**”), a subsidiary of ADLER Real Estate, for the acquisition of all ordinary bearer shares of WESTGRUND against payment of a cash consideration. On April 17, 2020, the Company announced its decision to, simultaneously with the takeover offer, combine the takeover offer with a delisting offer to delist the WESTGRUND shares from the regulated market (*Regulierter Markt*) of the Düsseldorf Stock Exchange (*Börse Düsseldorf*). On May 6, 2020, the Company published the voluntary public takeover offer and delisting tender offer, pursuant to which it offered a cash consideration of €11.74 per WESTGRUND share. On June 25, 2020, the Company announced that 1.36% of WESTGRUND shareholders have tendered their shares into the Company’s voluntary public takeover offer and delisting tender

offer. As a result, the Company held 78,178,448 shares in WESTGRUND (corresponding to 98.24% of the share capital and voting rights in WESTGRUND). Pursuant to the German Securities Acquisition and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz – WpÜG*), the minority shareholders in WESTGRUND had the right to demand that the Company acquire their respective shares in WESTGRUND within a further tender period from June 23, 2020 to September 22, 2020. As a result, 5,799 further shares in WESTGRUND were tendered and, as of December 31, 2020, the Company directly and indirectly held 78,184,247 shares in WESTGRUND, corresponding to 98.25% of the share capital and the voting rights in WESTGRUND.

#### Reasons for the Business Combination

Through the Business Combination, the ADLER Group became a top 5 residential real estate company in Germany based on GAV and has the potential to ultimately create one of the largest listed residential real estate companies in Europe, characterized by diversification and synergistic growth. The ADLER Group consolidates approximately €8.9 billion in residential assets. The original Berlin-only portfolio is complemented by ADLER Real Estate's Germany-wide portfolio, focused on German cities with attractive yield potential.

The Company believes that through the Business Combination it will realize operating synergies with a positive effect on combined FFO 1 of approximately €15 million to €20 million (before tax) per year. Operating synergies are expected to be derived from economies of scale in purchasing and streamlined corporate structures with a reduction in administrative costs. Furthermore, the Company intends to realize financing synergies on ADLER Real Estate's debt, which are expected to be between €10 million to €19 million per year in the medium-term.

#### ADLER Real Estate

The management board of ADLER Real Estate resolved on September 29, 2020, with the approval of the supervisory board of ADLER Real Estate on October 1, 2020, to implement a capital increase against contribution in kind by partially utilizing its authorized capital. The Company was exclusively admitted to subscribe for newly issued shares of ADLER Real Estate against contribution of an intercompany receivable resulting from a shareholder loan in the amount of approximately €478.2 million. In addition, ADLER Real Estate transferred treasury shares to fulfil an intercompany receivable resulting from a shareholder loan in the amount of approximately €21.8 million. This capital increase against contribution in kind was registered in the commercial register of ADLER Real Estate on February 23, 2021.

#### *Acquisition of Consus Real Estate*

##### Share Purchase

On December 15, 2019, the Company also entered into various share purchase agreements to acquire a 22.18% stake in Consus Real Estate AG ("**Consus Real Estate**") at an average price of €9.72 per share in Consus Real Estate. The aggregate purchase price amounted to approximately €294 million in cash and the acquisition closed on December 20, 2019 in relation to the share purchase agreements that were not subject to merger control clearances as a closing condition and on January 3, 2020 for one share purchase agreement that was subject to merger control clearance as a closing condition.

As a result of the completion of the ADLER Offer, the Company held, directly and indirectly, 25.75% of the share capital of Consus Real Estate.

##### Strategic Cooperation

On December 15, 2019, the Company and Consus Real Estate entered into a strategic cooperation agreement ("**SCA**") to engage in a strategic partnership and strategic cooperation and, to the extent legally permissible, work together to thoroughly investigate and potentially undertake mutually beneficial property developments, including the acquisitions of land plots for new-builds, project financing, construction and property management (the "**Strategic Cooperation**").

As part of the Strategic Cooperation, the Company and Consus Real Estate are working closely together on residential development projects and Consus Real Estate has provided a right to the Company to allow it to match any offer from a third party on property development projects worked on together.

### Call Option Exercise

On December 15, 2019, the Company entered into the Call/Put-Option Agreement, as amended.

On May 26, 2020, the Company received the merger control clearance pursuant to Section 39 of the German Act Against Restraints of Competition (*Gesetz gegen Wettbewerbsbeschränkungen–GWB*) in anticipation of a potential exercise of the call option under the Call/Put-Option Agreement.

On June 29, 2020, the Company, by way of a resolution of a delegate authorized by the Board of Directors, exercised the call option under the Call/Put-Option Agreement (the “**Consus Real Estate Call Option Exercise**”). The Consus Real Estate Call Option Exercise was settled on July 6, 2020 by transfer of newly issued shares in the Company and transfer of the Company’s treasury shares previously indirectly held by ADLER Real Estate.

### Consus Increase

On December 13, 2020, the Company announced that it has resolved to further increase its stake in Consus Real Estate, which, at that time, amounted to approximately 65.0%. As part of a capital increase against contribution in kind, the Company acquired shares in Consus Real Estate from certain other shareholders of Consus Real Estate at an exchange ratio of 0.272 new shares of the Company for each share of Consus Real Estate by way of contributing 46,780,535 shares of Consus Real Estate in exchange for 12,724,303 new shares of the Company (the “**Consus Increase**”). Following the completion of the Consus Increase, ADLER held a stake of approximately 94.0% in Consus Real Estate. Against this background, the Company had decided not to pursue the voluntary public tender offer in the form of an exchange offer to all Consus shareholders at that time. However, the Company may seek to further increase its shareholding in Consus going forward.

### Reasons for the Consus Real Estate Acquisition

With the Consus Real Estate Acquisition, we will gain access to a highly experienced development platform. We intend to capitalize on Consus Real Estate’s focus on large-scale developments and its landbank with a GAV of approximately €1.0 billion across the Berlin, Cologne, Düsseldorf, Frankfurt am Main, Hamburg, Munich and Stuttgart (the “**Top 7 Cities**”) on which we expect development projects to be completed over the next six to eight years. Our strategy encompasses exploiting Consus Real Estate’s bespoke development pipeline. After consummation of the Consus Real Estate Acquisition, we aim to implement a build-to-hold strategy to deliver new residential real estate units in a strategic effort to address and benefit from the ongoing housing shortage in Germany.

With the Consus Real Estate Acquisition, the Company expects to unlock the embedded value in Consus Real Estate’s build-to-hold portfolio. Based on current value, Consus Real Estate’s eleven projects with a total floor area of approximately 800,000 square meters have an estimated value of approximately €1,250 per square meter. The expected remaining construction costs are estimated at approximately €3,250 to €3,750 per square meter, bringing the expected total investment in the build-to-hold portfolio to approximately €4,500 to €5,000 per square meter and, ultimately, implying an embedded value uplift of €1,200 to €2,000 per square meter and a targeted GDV of approximately €4.7 billion to €5.3 billion. Moreover, Consus Real Estate’s landbank allows for accretive growth of the NAV over the next six to eight years up to an illustrative run-rate NAV of €7.3 billion to €7.9 billion.

Moreover, by way of the Consus Real Estate Acquisition, we target cumulative operating synergies of €13 million to €18 million within 12 to 24 months following the Consus Real Estate Acquisition by reducing marketing expenses, operational savings through a unified platform as well as administrative savings. By the end of 2021, by way of significant reduction of mezzanine and junior debt, and operating synergies of €13 million to €18 million within 12 to 24 months following the Consus Real Estate Acquisition, we are targeting total cumulative synergies of €90 million to €104 million with a corresponding positive effect on our pre-tax FFO. Ultimately, these transactions allow us to capitalize on significant run-rate synergies with reduced debt.

### ***Competitive Strengths***

*We are a top-tier residential real estate platform with a high quality portfolio that is diversified across core locations in Germany.*

We own a property portfolio with a fair value of €11.4 billion as of December 31, 2020 and believe that we are a top-five residential real estate company in Germany based on GAV. We have diversified our portfolio across Germany by complementing our high quality Berlin portfolio by the ADLER Real Estate Group’s Germany-wide portfolio, focused on German cities with attractive yield potential, and have thus increased our footprint in the overall German residential market in a profitable way. The real estate portfolio of the ADLER Group

comprised of 67,571 residential units and 2,151 commercial units as of December 31, 2020, is located throughout Germany and in our view covers predominantly locations with attractive growth perspectives. In particular, the Berlin residential market, which still accounts for approximately 50% (by fair value) of our portfolio following the Business Combination, continuously benefits from a combination of positive net migration, increase of qualified workers, decreasing average household size and limited supply of new rental units, resulting in continued rental growth, which we expect to positively impact our business. Furthermore, we benefit from our in-depth knowledge of the German real estate market, especially through our local presence. We have a local network with good access to information where we have developed a reputation as a reliable business partner and asset manager. Our extensive market insights also allow us to identify privatization opportunities.

Moreover, through the Business Combination, the Company benefits from enhanced liquidity in its shares and may fulfill the requirements of inclusion in the MDAX index in the near-term.

*We benefit from an efficient, fully integrated, scalable in-house real estate portfolio management platform, led by an experienced management team and focused on growth and value creation.*

We benefit from an efficient, fully integrated, scalable real estate portfolio management platform, led by an experienced management team and focused on growth and value creation. This platform enables us to create value across the entire spectrum of real estate portfolio management, including the identification of suitable real estate or real estate portfolios as well as their acquisition and administration. Our platform, combined with our in-depth knowledge of the real estate market throughout Germany, makes us well suited to identify portfolio assets that can be improved through targeted capital expenditures. Our management team is experienced in in-house asset management, property and facility management and construction management. Furthermore, we have qualified teams of real estate professionals in all areas of our business operations that have been built without legacy constraints, which allow us to be flexible in adapting to market conditions to sustain further portfolio growth. Our approach has led to a competitive EBITDA from rental activities margin of 63.7% for the fiscal year ended December 31, 2020; 68.6% for the Fiscal Year 2019.

*We are committed to tenant satisfaction through our business approach.*

We strive for high tenant satisfaction and place our tenants at the center of our operations. We demonstrate high responsiveness to our tenants' needs and actively manage communications with our tenants through in-house and external call lines. Furthermore, we maintain our properties at the market standard suitable for the current demand through ongoing investments. Our business approach leads to better tenant satisfaction as shown by our sustainable high rent collection rate and decreasing vacancy in our properties.

*We expect to benefit from Consus Real Estate's market leading development platform.*

We expect to benefit from our access to, what is in our view, Consus Real Estate's market leading development platform and high-quality development assets. Consus Real Estate is Germany's leading pure-play developer of real estate properties in Berlin, Cologne, Dresden, Düsseldorf, Frankfurt, Hamburg, Leipzig, Munich and Stuttgart (the "Top 9 Cities") in terms of square meters (*source: Bulwiengesa–Consus Nr. 1*). On December 15, 2019, we acquired a 22.18% strategic minority shareholding in Consus Real Estate, which, as a result of the completion of the ADLER Offer, increased to 25.75% due to the fact that ADLER Real Estate held 3.57% in Consus Real Estate prior to the completion of the Takeover Offer. On December 15, 2019, we also entered into the SCA.

On June 29, 2020, the Company, by way of a resolution of a delegate authorized by the Board of Directors, exercised the call option under the Call/Put-Option Agreement. The Consus Real Estate Call Option Exercise occurred by transfer of newly issued shares in the Company and transfer of the Company's treasury shares previously indirectly held by ADLER Real Estate.

On December 13, 2020, the Company announced that it has resolved to further increase its stake in Consus Real Estate, which, at that time, amounted to approximately 65.0%. As part of a capital increase against contribution in kind, the Company acquired shares in Consus Real Estate from certain other shareholders of Consus Real Estate at an exchange ratio of 0.272 new shares of the Company for each share of Consus Real Estate by way of contributing 46,780,535 shares of Consus Real Estate in exchange for 12,724,303 new shares of the Company (the "Consus Increase"). Following the completion of the Consus Increase, ADLER held a stake of approximately 94.0% in Consus Real Estate. Against this background, the Company had decided to currently not pursue the voluntary public tender offer in the form of an exchange offer to all Consus shareholders. However, the Company may seek to further increase its shareholding in Consus going forward.

The Consus Real Estate Acquisition, the SCA and the Consus Increase give us access to an experienced development platform securing the value-creating growth path for future NAV accretion through new assets in the most attractive German real estate markets.

*We have a solid balance sheet structure with a conservative target LTV-Ratio and long-term maturity profile at low funding costs.*

Throughout our history, we have based our conservative financing strategy on the financing of assets through mortgages (*Hypothek*) and have built strong relationships with a range of key lenders in Germany. The ADLER Group has a conservative balance sheet with, as of December 31, 2020, a LTV-Ratio of 53.4% (50.7% excluding convertibles), approximately 3.04% weighted average cost of debt, an interest coverage ratio of 2.4 and a weighted average maturity of approximately 3.2 years. In the first quarter of 2021, we further improved our weighted average cost of debt to 2.57% and extended the weighted average maturity to 4.3 years, as of March 31, 2021.

With the sale of approximately 5,064 real estate and condominium assets to Peach Property Group (Deutschland) AG and certain of its group companies, we expect that the LTV-Ratio will be reduced by 200bps which is a further step to reach our medium-term target of an LTV-Ratio of below 50%. In 2020, we were able to reduce our financing costs and extend our maturity profile by obtaining secured financing in a volume of €677 million at 2.1% cost of debt with an average maturity of approximately 4.7 years. Furthermore, in November 2020, we successfully issued a €400 million bond with a fixed interest rate of 2.75%.

Moreover, we intend to capitalize on our balanced debt structure, which, as of December 31, 2020, comprises a split of approximately 49% and 51% of unsecured and secured debt, respectively, and approximately 93% and 7% of fixed and floating interest rate debt, respectively. We target a conservative LTV-Ratio of less than 50% and aim to maintain or further improve our credit rating in the future.

### **Strategy**

*With the Consus Real Estate Acquisition, we intend to leverage Consus Real Estate's strengths as a leading German real estate developer.*

With the Consus Real Estate Acquisition, we will gain access to a highly experienced development platform. We intend to capitalize on Consus Real Estate's focus on large-scale developments and its landbank with a GAV of approximately €1.0 billion across the Top 7 Cities. We expect the development projects of such landbank to be completed over the next six to eight years. Due to its focus on residential real estate developments, Consus Real Estate provides for a value-creating growth path and future accretion of net asset value ("NAV") across Germany. We seek to capitalize on Consus Real Estate's bespoke development pipeline which, upon completion and based on a build-to-hold strategy, is expected to achieve €17 to €19 of rent per square meter per month at a value of €5,800 to €6,600 per square meter. Furthermore, we also expect to benefit from Consus Real Estate's ongoing forward sales and condominium sales to yield NAV accretive growth over the next three to four years.

Accordingly, with the consummation of the Consus Real Estate Acquisition, we believe to be well positioned to capitalize on economies of scale due to the size of our combined operation, which allows us to accelerate our real estate development growth momentum. We seek to benefit from Consus Real Estate's broad and established network and local branches through which it maintains stable relationships and a close cooperation with regulators, cities and municipalities providing it with a competitive advantage in the process of sourcing land plots and development projects. We also intend to leverage Consus Real Estate's specific expertise in relation to the planning and construction of sustainable development projects and quarters as well as its distinctive capability for the conversion of listed and/or commercial properties into residential real estate properties.

*Our strategy is focused on creating the fourth largest European listed integrated residential real estate platform combining a GAV of approximately €14.0 billion.*

Through the Business Combination and the Consus Real Estate Acquisition, we aim to grow and continue to diversify our business throughout Germany by securing a clear and profitable growth path. We are in the process of integrating the ADLER Real Estate Group to enable us to profit from the economies of scale, the diversified portfolio and the anticipated management synergies and knowledge transfer.

After consummation of the Consus Real Estate Acquisition, we aim to implement a build-to-hold strategy to deliver new residential real estate units in a strategic effort to address the ongoing housing shortage in Germany. In particular, capitalizing on a landbank with a GAV of approximately €1.0 billion, we target to develop approximately 800,000 square meters of additional rental area across more than 10,000 additional rental units.

Our scalable platform is capable of implementing accretive growth through further acquisitions based on significant sourcing capabilities, the acquisition of control over Consus Real Estate and our existing management operations. Through the Consus Real Estate Acquisition, the ADLER Group seeks to deliver increased scale and profitability and thereby improve its key financial and operational performance indicators. On an aggregate run rate basis, including the exploitation of the future development opportunities which we aim to complete over the next six to eight years as a result of the Consus Real Estate Acquisition, we annually target an NRI of approximately €520 million to €540 million, an EBITDA of approximately €385 million to €405 million, an EBITDA margin of approximately 75% and an implied NRI yield of approximately 4% percent. We aim to further improve our operational performance on the basis of approximately 5.5 million to 5.6 million square meters of rental area with an average value of approximately €2,500 per square meter and FFO contribution at an average rent of approximately €8.0 per square meter following the development of landbank properties over the next six to eight years.

*We will leverage operational and financial synergies to be realized from streamlined operations and financial discipline.*

Through the Business Combination and the Consus Real Estate Acquisition, we are creating one of the largest listed residential real estate companies in Europe, characterized by diversification and synergetic growth. Through the Business Combination, we expect between €24 million and €39 million of total operational and financing run-rate synergies *per annum*, the majority of which are expected to be realized until 24 months following the closing of the Business Combination. Moreover, by way of the Consus Real Estate Acquisition, we target cumulative operating synergies of €13 million to €18 million within 12 to 24 months following the Consus Real Estate Acquisition by reducing marketing expenses, operational savings through a unified platform as well as administrative savings. By the end of 2021, by way of significant reduction of mezzanine and junior debt, and operating synergies of €13 million to €18 million within 12 to 24 months following the Consus Real Estate Acquisition, we are targeting total cumulative synergies of €90 million to €104 million with a corresponding positive effect on our pre-tax FFO. Following the completion of the Business Combination and the Consus Real Estate Acquisition, we realized approximately €64 million of financing synergies and €49 million of operational synergies resulting in €113 million of total synergies as of December 31, 2020, therefore significantly exceeding the total synergies targeted for 2020. Ultimately, these transactions allow us to capitalize on significant run-rate synergies with reduced debt.

*We continue to focus on increasing rents through active asset management and targeted investments to modernize, refurbish and re-position our properties.*

We continue to focus on increasing rents through active asset management and targeted investments to modernize, refurbish and re-position our properties, while constantly screening and anticipating developments in different sub-markets. Our strategy to realize upside potential includes the following approaches. We pursue regular rent increases up to the market levels (i) within the regulatory and legal limits as well as (ii) through tenant fluctuation without capex investment. In addition, we continuously review rent increase potentials and pursue growth beyond the rent table through capex investments to modernize, refurbish and/or re-position (by improving the prior asset management) our properties allowing for higher rent levels. Therefore, our capex investments are targeted at markets with the potential for such rent increases. Lastly, we reduce portfolio vacancy by active marketing with an approach tailored to the respective micro-location. Our strategy allows and also leads us to choose high quality tenants which continuously improves our tenant structure by maintaining our portfolio assets in the market standard suitable for the current demand.

*We plan to continue to realize value by converting properties into condominiums and selling them at prices exceeding the current fair value of the properties.*

We plan to continue to realize value by converting properties into condominiums and selling them at prices exceeding the current fair value of the properties. As of December 31, 2020, we have 7,475 units that have been converted or are in the process of being converted into condominiums. We continuously identify additional units in our properties which can be converted into condominiums over the medium term and long term. We expect to sell converted properties on a continuous basis, thereby contributing cash flows to our overall business. We will also continue to assess the potential for condominium conversion or sales of existing condominiums in acquired portfolios. Moreover, following the Consus Real Estate Acquisition, we will continue to benefit from the condominium development business.



## Property Portfolio

### Overview

As of December 31, 2020, we held a real estate portfolio comprised of 67,571 residential units, 2,151 commercial units, 16,370 parking spaces and spaces for storage, antennas, etc. As of the same date, the aggregate residential area of our portfolio amounted to 4,154,926 sqm, with an average residential unit size of 61.4 sqm. An average unit consists of one or two rooms. As of December 31, 2020, we had leased 96.8% of our residential units and 93.8% of our commercial units and generated an average monthly net rent off €6.13 per sqm for our residential units and €9.30 per sqm for our commercial units. As of December 31, 2020, the vacancy rates for our residential units and commercial units were 3.2% and 6.2%, respectively.

As of December 31, 2020, the fair value of our property portfolio was €11.4 billion. As of the same date, our GAV split by sector was as follows: 73.0% residential, 16.0% forward- and condominium-sales 11%.

The ADLER Group's business activities focus on the Northern, Eastern and Western parts of Germany, where the ADLER Group holds most of its properties. As of December 31, 2020, the geographic distribution of the ADLER Group's property portfolio was as follows: Berlin: 19,864 units (54% of GAV), Lower-Saxony: 14,926 (14% of GAV), North Rhine Westphalia: 12,164 units (12% of GAV), Saxony: 8,659 units (8%) with the remainder located in various other federal states.

In our view, property holdings on the edges of conurbations are typically characterized by higher vacancy rates, but also generate higher rental yields than properties in central or "A-locations". Peripheral locations benefit to a great extent from counter-urbanization. Rent increases in the tight rental markets in the city centers translate into a lower availability of affordable apartments. Due to price sensitive demand this leads to households moving out of the "A-locations" into surrounding areas. However, in order to achieve a stable portfolio mix, we also aim at having a certain portion of "A-locations" in our rental portfolio.

The following table sets forth certain key portfolio data of the ADLER Group:

	As of December 31,	
	2020	2019
	(unaudited) (in € thousand, unless stated otherwise)	
In-place rent (end of period, annualized).....	324,750	112,715
of which residential .....	292,361	91,529
of which commercial .....	25,704	18,829
of which other & parking .....	6,686	2,357
In-place rent (per month in € per sqm) <sup>(1)</sup> .....	6.30	7.68
of which residential .....	6.13	7.39
of which commercial .....	9.30	10.04
Total portfolio value <sup>(2)</sup> .....	11,363,348	3,650,313
Number of units.....	69,722	17,637
of which residential .....	67,571	16,255
of which commercial .....	2,151	1,382
Vacancy rate (in % of sqm) <sup>(3)</sup> .....	3.4	2.7
of which residential .....	3.2	2.7
of which commercial .....	6.2	3.6
Maintenance and capital expenditures (annualized) (€ per sqm) .....	30.7	36.3

(1) **In-place rent (per month in € per sqm)** is defined as the current gross rental income per month for rented residential, commercial and other units and parking spaces as agreed in the corresponding rent agreements as of December 31, 2020 and December 31, 2019, respectively, before deducting non-recoverable operating costs, divided by the lettable area of rented units as of the same dates. Residential in-place rent is often also referred to as "net cold rent".

(2) **Total portfolio value** is the sum of investment properties and inventories.

(3) **Vacancy rate at period end (in % of sqm)** is the sqm of vacant lettable units as of the respective period end, divided by the total sqm of units owned on the respective period end date.

### Geographical distribution

The following table provides an overview of the geographical distribution of our property portfolio as of December 31, 2020:

	Vacancy (in %)	Avg. in-place rent (in €/sqm/month)	Number of residential units	GAV (in € million)
Berlin.....	1.6	7.29	19,864	4,461
Lower Saxony .....	2.6	5.86	14,926	1,173
North Rhine Westphalia .....	1.4	5.90	12,164	1,012
Saxony.....	6.9	5.68	8,659	693
Saxony-Anhalt.....	12.7	5.32	3,877	202
Brandenburg.....	4.3	5.31	3,676	214
Thuringia.....	12.9	5.95	1,938	133
Schleswig-Holstein.....	1.0	7.19	1,804	193
Bremen.....	1.3	6.03	1,516	117
Mecklenburg-Western-Pomerania .....	3.0	5.66	1,015	74
Hesse.....	2.7	8.33	253	37
Rhineland-Palatinate.....	24.1	8.94	30	4
<b>Total.....</b>	<b>3.4</b>	<b>6.3</b>	<b>69,722</b>	<b>8,313</b>

### Top locations

Below is an overview of the Top 13 locations (by number of units) of our residential portfolio as of December 31, 2020:

Location	GAV (in € million)	Number of residential units	Lettable area (sqm)	NRI (€/million)	Rental yield (in-place rent) (in %)	Vacancy rate (in %)
(unaudited)						
Berlin.....	4,461	19,864	1,373,475	117.2	2.6	1.6
Leipzig .....	456	4,746	254,629	18.0	3.9	2.0
Wilhelmshaven.....	413	6,890	405,194	25.7	6.2	3.4
Duisburg.....	348	4,922	304,939	20.3	5.8	1.3
Wolfsburg.....	157	1,301	87,614	6.6	4.2	1.9
Goettingen.....	146	1,377	85,238	6.2	4.2	1.1
Dortmund .....	144	1,769	102,251	7.5	5.2	1.0
Hanover.....	131	1,112	63,253	5.5	4.2	0.7
Kiel.....	124	970	66,699	5.7	4.6	0.6
Düsseldorf.....	119	577	36,719	3.6	3.0	1.7
Halle (Saale).....	94	1,858	105,892	5.7	6.1	12.3
Essen .....	94	1,043	66,341	4.6	4.9	1.1
Cottbus .....	88	1,847	108,773	6.2	7.0	6.7
<b>Top 13 total.....</b>	<b>6,776</b>	<b>48,276</b>	<b>3,061,018</b>	<b>232.8</b>	<b>3.4</b>	<b>2.3</b>
<b>Other locations.....</b>	<b>1,537</b>	<b>21,446</b>	<b>1,344,247</b>	<b>85.3</b>	<b>5.5</b>	<b>5.7</b>
<b>Total<sup>(1)</sup>.....</b>	<b>8,313</b>	<b>69,722</b>	<b>4,405,265</b>	<b>318.1</b>	<b>3.8</b>	<b>3.4</b>

(1) Residential portfolio including commercial units on the ground floor level.

The properties in ADLER Group's 13 most important towns and cities account for approximately 67.3% of ADLER Group's total portfolio in terms of units.

### Average size of apartments

Our portfolio is largely composed of small to medium-sized residential units. Since 2016, the average size of our apartments was stable at approximately 60 sqm and are thus well aligned, according to our own assessment, to address the needs of our target group, namely tenants with low to medium incomes. Its properties satisfy the trend, observed for some time now, towards an ongoing increase in the number of single-person households in Germany. Moreover, the risk of tenants with low incomes defaulting on their rent payments is in our view reduced as they can obtain support from social security providers if they are unable to settle their obligations from their own income. Furthermore, this category of affordable living space is also in the sights of municipal and local councils on the lookout for attractive locations for students.

As of December 31, 2020, 10.1% of the residential portfolio consists of apartments with a size of less than 45 sqm, 26.7% with a size from 45 sqm to less than 60 sqm, 34.8% with a size from 60 sqm to less than 75 sqm, 18.8% with a size from 75 sqm to less than 90 sqm and 9.7% with a size of 90 sqm and above.

### ***Average rent and vacancy rate***

As of December 31, 2020, the average rent per sqm per month for our portfolio amounted to €6.3 (December 31, 2019: €7.68). As of December 31, 2020, the vacancy rate for the property portfolio of the ADLER Group was 3.2% (December 31, 2019: 4.0%).

### ***Public Subsidies***

As of December 31, 2020, 2.6% (by sqm) of the ADLER Group's residential units (excluding the properties held for sale) are under rent restrictions due to public subsidies.

### ***Commercial portfolio***

The ADLER Group does not pursue a strategy of holding commercial properties. As of December 31, 2020, we held 2,151 commercial units, which accounted for 3.1% of our total units. We intend to sell a portion of the commercial assets held by our subsidiary Brack Capital Properties N.V. ("BCP") to third parties and which will, therefore, not be transferred to our rental portfolio.

### ***Business Operations***

#### *Overview*

We consider residential real estate to be a business that requires strong local market intelligence and an in-depth knowledge about own assets and tenants in order to create value. The ADLER Group's fully integrated in-house and scalable platform for active asset management and privatizations is led by an experienced management team. Therefore, we manage our operating business in a way that enables us to make targeted investments, accretive add-on acquisitions and privatizations in various micro-locations.

Our four business functions are responsible for (i) asset and portfolio management, (ii) property and facility management, (iii) construction management, and (iv) acquisitions and financing. The teams within each business function collect and process district-specific knowledge related to the relevant task. The performance of each business function is reflected by the building performance that is monitored on the basis of key performance indicators set for each building.

Our asset and portfolio management focuses mainly on the purchase and management of income-generating real estate. It is the coordination and financial arm of our business. Based on its knowledge of the different markets and the condition of the specific apartments, and taking into account current vacancy rates and refurbishment and modernization requirements, our asset and portfolio management team periodically updates the target rent for new lettings. Furthermore, asset and portfolio management provides various support services, including bookkeeping, human resources administration and information technology services for and within the ADLER Group.

Our property and facility management provides property management and services to tenants, respectively. It specializes in value optimization through residential and commercial property management, providing services in property management, letting management, tenant bookkeeping, rent collection and controlling and reporting. A distinct in-sourced team and brand provides immediate response to all kinds of facility management issues, including cleaning, janitor services and gardening. Our distinct facility management team has led to cost savings and increased tenant satisfaction because we exercise full control over these services.

Our construction management offers complete and comprehensive construction management services including site survey and evaluation, coordination with local authorities, budget estimate and control, control and approval of supplier invoices, project scheduling, site management and documentation.

#### *Business Model*

Property management includes re-letting apartments as well as reducing existing vacancies by entering into new leases. In addition, the potential for rent increases in the portfolio is assessed on an ongoing basis and implemented where appropriate. Leasing and management comprises active rental and receivable management as well as collecting outstanding receivables. To this end, we have developed a regional structure that allows for the management of all properties of the ADLER Group.

We take a similar approach in relation to our facility management, i.e. for craftsmen and caretaker services. The majority of these activities are integrated into the ADLER Group. To this end, we have developed a regional structure very similar to our property management. ADLER Energie Service GmbH ("AES") manages energy-related activities in the ADLER Group. This includes the distribution of heat and energy as well as

responsibility for all centralized heating systems within the ADLER Group. In the future, however, it is envisaged that AES will take over the management of all energy-related activities within the ADLER Group.

As part of its portfolio optimization, the ADLER Group continually analyzes the opportunities for realizing potential for appreciation and rent increases by modernizing and renovating its portfolio properties. The modernization measures include all measures to improve the fixtures and fittings of the residential units, such as insulation work and the upgrading of outdated fixtures and fittings of the apartments. Renovation activities include all activities intended to fundamentally improve the building stock. In preparation for all modernization and larger renovation activities, the ADLER Group performs cost-benefit analyses to determine whether the required investments can be recovered with a profit from the realizable appreciation. For modernization and renovation work, the ADLER Group exclusively commissions third-party contractors who provide high-quality services and offer a favorable price-performance ratio. Similarly, the ADLER Group analyzes all potentially developable parts in the portfolio, such as options to build on gaps between buildings, convert attics, expand residential units by adding balconies or terraces, or use unutilized plots on existing properties of the residential complexes for building additional residential units. During implementation, the ADLER Group limits its activities to coordinating and managing the construction work and modernization and renovation measures. In addition, the ADLER Group continuously monitors the operating costs of the portfolios so it can counteract potential increases in service charges. Although most of the service charges are passed on to the tenants, sharp increases in service charges could lead to a reduction in the scope for rent increases, because the tenants may in some circumstances not be able to absorb an increase in total costs.

In order to maximize long-term profitability, the ADLER Group aims at complementing its existing Rental business with opportunistic acquisitions of single residential properties, residential property portfolios or real estate holding companies. For this purpose, the ADLER Group relies on its network of contacts with potential sellers and sales organizations and initially assesses the location of the real estate, its state of development and traffic connections, as well as its integration into regions with steady or rising population numbers. The ADLER Group also observes the regional real estate markets and analyzes the opportunities to further expand its residential property portfolio by acquiring additional single properties or property portfolios. In any of these situations, the ADLER Group assesses the appreciation potential of the properties to implement the acquisition on a financially sustainable basis.

#### *Asset and Portfolio Management*

We take a comprehensive approach to asset management, which for us encompasses all areas of improving and increasing the cash flow and value of our business and includes portfolio and transaction management, property management, supply management, organizational management and financial management. Through our asset management activity, we seek to manage our assets to grow FFO 1 (from rental activities) and cash flow resulting in increases of the value of our real estate portfolio. To achieve these goals, we focus on increasing rental income, reducing vacancy, reducing the costs and risks of operating our assets and maintaining a conservative capital structure.

We consider our portfolio development efforts an important part of our strategy. To this end, we capitalize on major societal trends. The trends that we have identified are demographic trends such as the expected continued increase of one-to two-person households and the increase of population over the next ten years.

Targeted sales of condominiums (privatizations) are part of our strategy to actively manage our portfolio. The prices achieved in our value-oriented privatizations significantly exceed the fair value based on multi-family rental blocks. Before September 2014, we purchased buildings that had already been converted into condominiums but we did not immediately begin selling those condominiums. We began the business practice of converting residential units into condominiums and selling them in September 2014 as our total portfolio became sizeable enough for privatizations to commence significant margin potential and attractive conditions presented themselves.

As of December 31, 2020, we have 7,475 units that have been converted or are in the process of being converted into condominiums.

#### *Property and Facility Management*

Our property and facility management function comprises all owner-related competencies, including tenancy-related administrative functions within the ADLER Group. This business function follows the principle that all tasks that can be performed using standardized and scalable procedures and executes the asset-by-asset strategy developed by our asset management individually for each property. Our goal is to maximize rental revenue by increasing rent, reducing vacancies and managing tenant fluctuation. It is steered by highly integrated interdisciplinary processes. Our property management function manages our letting process, encompassing

tenant booking and marketing, rent collection, rent development and technical services. We also manage the commercial units that we own, which are located on the ground floors of our residential buildings.

**Letting Services.** We have initiated measures to make our letting process more efficient. Our letting department performs virtually all administrative work to support our letting agents, which allows them to focus on closing new letting contracts and letting strategies. Our letting specialists have a significant amount of discretion to freely address prospective tenant needs. We support our letting service activities with a wide range of marketing activities (such as signs and illumination of windows and banners) that are focused on an entire property, individual units or individual micro-locations as well as on specific tenant target groups delineated by life cycle or economic situation. In our marketing activities, we conduct a careful tenant screening process that includes tenant credit checks.

Furthermore we perform an ongoing vacancy management. We survey units during the three-month cancellation period and if the technical condition of the unit is satisfactory, we immediately begin our marketing efforts to bring vacancy to a minimum by aiming to immediately rent the units with limited or no period of vacancy in between tenants. Our property and facility management works closely with our in-house construction management to receive recommendations on the scope of refurbishment needed in order to fulfill market needs and to rent out the vacant units successfully.

**Rent Collection.** We strictly monitor overdue rent from our tenants. We established a structured arrears management process, which is managed by thirteen employees supported by a specialized external law firm, including specified dunning letters, outbound calls, email and on-site visits. Account managers may give tenants the option of a deferred payment or installment payments. To provide this service, we currently employ managers who can give tenants expert advice and who can negotiate individually tailored solutions in order to avoid costly eviction proceedings for all parties involved. We have achieved a sustainable high rent collection rate.

**Rent Development.** Rent development involves observation of market rents and the ability to increase rents on a regular basis for existing letting contracts. The rent revisions are primarily determined by the rent index (*Mietspiegel*), the restrictions of the German letting laws, the economic purchasing power of our tenants as well as restrictions due to subsidies. See “*Regulatory Environment*”.

We seek to increase our income from rent through (i) closing the gap to market rents on existing tenancies within the regulatory limits, (ii) adapting rents to market levels as rent restrictions fall away and (iii) higher rents for new lease contracts in relation to rents of existing contracts and (iv) continuing growth in the long-term through opportunistic acquisitions of assets with visible operational upside potential.

Our tenant turnover rate based on our total portfolio (excluding the units sold under the Gewobag Sale) averaged 9.4% for the fiscal year ended December 31, 2020 (December 31, 2019: 12.3%), and is a factor in increasing the value of our assets through unit turn refurbishment and modernization and results in rent increase opportunities.

**Technical Services.** Our property management manages technical services and customer services, including an internal tenant call line and external service call number that can be reached at all times for emergencies. We perform ongoing maintenance in response to tenant requests by hiring external suppliers and work with a strict budget (annual investment program) per building. We provide standard items for residential units such as utilities, cable, etc. Any major technical services needed for vacant units are procured by the technical department; the regional managers with the portfolio management makes the strategic decisions for investments that are carried out by our construction management.

**Management of Commercial Units.** Management of the commercial units in our portfolio is handled by a small team in parallel with the management of our residential properties. Apart from the three purely commercial properties that we hold, the commercial units currently held in our property portfolio are integrated into the residential properties that we manage and primarily include small retail businesses within residential buildings.

#### *Construction Management*

The ADLER Group performs complete and comprehensive in-house construction management services. We continuously invest in our existing real estate portfolio, including modernizing our properties to bring them up to market expectations. Such investments are an integral part of our properties enhancement and rental growth strategy.

In addition we conduct periodic modernization of our properties, *e.g.*, the planned replacement of roofs or windows, modernizations of facades, refresh of staircases. Such refurbishments are done according to an annual

investment program. By way of our standardized procedures and work volume we optimize our construction costs.

We apply strict criteria when selecting investment opportunities and concentrate on investment opportunities that can be integrated into our asset and portfolio management and that will further improve rent out possibilities. In particular, we seek to acquire properties that will allow for increased rents and decreased vacancy in order to generate high value. This is generally achieved by balancing the following three factors:

- Rent perspective: affordability and at the market standard suitable for the current demand;
- Technical perspective: mix of both necessary and value-creating measures; and
- Economic perspective: adequate returns.

The entire investment process, from project selection to post-completion, is managed after asset and portfolio management, has reviewed and approved the capex application. As of December 31, 2020, our construction management consists of 265 FTE, consisting of engineers, architects, technicians and other specialists. Moreover, we hire third-party service providers and construction companies to perform modernizations and refurbishments of buildings and apartments to a market standard suitable for the current demand. For major works we typically implement a bidding process to select the ideal supplier for the requested work.

#### *Acquisitions and Financing; Divestments*

We opportunistically grow and streamline our existing property portfolio by purchasing and selling both single properties and portfolios. Our acquisitions generally follow a standardized, integrated process that results in analysis of the property to be acquired prior to the potential acquisition. Throughout this process, negotiations on financing are conducted in parallel. We have diversified funding with several mortgage banks to finance our properties and acquisitions. For further information on our material financing please see “—*Material Agreements—Other Financing*” below.

Any divestment of a single property or portfolio occurs at an attractive sales price and only in cases where, in our estimation, the affected property or portfolio does not promise to add value to our existing portfolio.

#### *Property Development*

##### Overview

Following the Consus Acquisition and the Consus Increase, we became a leading developer of real estate properties with a focus on the Top 9 Cities in Germany in terms of square meters (*source*: Bulwiengesa—Consus Nr. 1). We focus on the development of residential units in the Top 9 Cities. Additionally, we sell condominiums to retail purchasers by entering into purchase agreements providing for staggered payments, which become due when certain development milestones are reached. We also develop commercial and retail spaces to complement our project developments, primarily as part of mixed-use developments.

We hold a number of land plots and properties under current assets which are at different stages of planning or completion. BCP, in which we hold a majority interest since 2018, has its own development department that currently works on five property developments in Düsseldorf and Aachen. We have been investing in development projects for our own portfolio, with a view to growth through selective development projects in “A-locations” at attractive yields such as adding floors to existing residential properties.

Our development activities are aimed at the development of plots of land until a building permit is granted or the development of new multi-family houses in order to then transfer them into our own property portfolio or, if more feasible, profitably dispose of such properties. We support and encourage impending or ongoing official administrative procedures for the preparation of land use and development plans, for example through the public participation process scheduled as part of the preparation of zoning plans. Where appropriate, we ensure that land is developed as required. If we plan to construct buildings, we first obtain the necessary building permits and ensure that the applicable requirements under building law, such as setbacks and access ways, are met during the design and subsequent construction of the buildings. In addition, we monitor each stage of the execution of the construction work to ensure turn-key buildings are completed on schedule. With regard to new constructions, we can meet all requirements relating to energy efficiency and reducing CO<sub>2</sub> emissions which can be achieved in existing buildings often only with difficulty or at higher costs.

The sales activities for land and properties ready for sale are likewise coordinated by the ADLER Group. For presentation purposes, marketing documents are prepared and reworked and, if appropriate, made available online. We receive support from professional marketing organizations, brokers, and other intermediaries.

## Build-to-Hold Portfolio

We are pursuing 11 development projects in attractive locations across Germany in our landbank portfolio and other development projects portfolio, all of which are suitable to form part of our build-to-hold strategy over the long term. In connection therewith, we expect to incur capital expenditure in an amount of approximately €90 million in 2021, €327 million in 2022, €414 million in 2023, €464 million in 2024, €449 million in 2025 and €336 million in 2026. We expect to fund such capital expenditure on the relevant project level with a loan-to-cost ratio of approximately 65% to 70% and through active capital recycling.

With the completion of the properties in our build-to-hold landbank portfolio and our other development projects, we expect to increase our GAV to €13 billion with the following geographical split by GAV: 36.0% in the Top 7 Cities (excluding Berlin), 39.0% in Berlin and 25.0% in other cities.

The following table provides an overview of selected key data relating to our build-to-hold projects as of December 31, 2020:

No.	Project	City	Construction period	Area ('000 sqm)	GAV (€ million)	Yield on cost <sup>(1)</sup> (%)
1	Schwabenland Tower (Residential)	Stuttgart	2019-2021	11.5	46.1	3.9%
2	Neues Korallusviertel	Hamburg	2021-2024	34.4	45.9	3.7%
3	COL III (Windmühlenquartier)	Cologne	2022-2024	24.5	23.7	4.5%
4	Holsten Quartier	Hamburg	2022-2026	146.3	356.7	4.3%
5	Grand Central	Düsseldorf	2022-2026	78.5	180.1	3.7%
6	VAI Campus (without Eiermann) <sup>(2)</sup>	Stuttgart	2022-2028	151.8	248.6	4.5%
7	Benrather Gärten	Düsseldorf	2023-2029	162.5	137.8	4.5%
8	Ostend Wasserstadt	Frankfurt	2023-2027	43.6	103.1	4.0%
9	(Kornspeicher & Building 7) Grafental II	Berlin	2018-2024	11.1	51.3	4.8%
10	(WA 12 & WA 13 social)	Düsseldorf	2020-2024	29.2	17.9	3.5%
11	Schönefeld Nord (Residential) <sup>(3)</sup>	Berlin	2024-2030	121.2	85.5	4.5%
	<b>Total</b>	—	—	<b>814.4</b>	<b>1,296.7</b>	<b>4.3%</b>

(1) Yield on cost has been calculated based on underwriting ERV to expected total cost, including land.

(2) GAV split based on corresponding area.

(3) Construction has not yet commenced.

## Consus Real Estate

### Overview

The Consus Group primarily develops residential real estate properties by building new multistory apartment buildings. It focuses on the development of modern, urban and affordable residential real estate properties that are supplemented by commercial spaces, including retail, hotels and offices, located in the Top 9 Cities. Additionally, the Consus Group also develops residential real estate properties by converting and refurbishing former commercial and/or industrial real estate properties. As part of mixed use developments, it also develops commercial and retail spaces to complement its project developments. As of December 31, 2020, based on net floor area, the Consus Group's projects consist of approximately 65% residential units and 37% commercial and other units.

As a fully integrated development platform, the Consus Group covers the entire value chain of project development, including sourcing and acquisition of suitable land plots and real estate properties, development planning, obtaining required approvals, licenses and permits, marketing and sales of development projects through forward sales with institutional purchasers. In the first phase of the development process, it uses its local teams to utilize its stable and extensive relationships with local authorities and local real estate agents to identify land plots and real estate properties in attractive locations. The Consus Group's business is carried out through teams at its subsidiaries Consus RE GmbH (formerly CG Gruppe AG) and Consus Swiss Finance AG (formerly SSN Group AG), which have strong property development track-records and an in-depth understanding of the development of residential real estate properties.

The Consus Group is headquartered in Berlin and has offices in each of the Top 9 Cities. It primarily focuses on the construction and sale of its development projects. The realization of a standard development project typically takes 30 to 48 months, and would typically take longer for more complex and larger projects, with the breakdown being 6 to 12 months for development plan and building permit and construction 24 to 36 months.

For larger projects where an urban development plan is required, a further 18 months to up to 4 years may be required.

#### Vertical Villages

The Consus Group also renovates and converts office buildings and high-rises into modern residential and commercial complexes, which it then primarily sells to institutional purchasers under its “VauVau” brand (“**Vertical Villages**”). In addition, due to its own construction expertise, it is able to develop such real estate properties by utilizing its own construction teams as well as external contractors. Vertical Villages consist of large-scale projects in prominent urban areas located in the Top 9 Cities.

The Consus Group offers the residential units of its Vertical Villages fully or partially furnished with built-in kitchens and wardrobes. Furthermore, such residential units have shared facilities which either can be used by various tenants simultaneously or are available through a simple-use booking system, including dining rooms, guest apartments or work spaces. In addition, the development projects are supplemented by commercial and retail spaces and certain after-sales services, including full-time concierge services providing a contemporary concept for residential living.

#### Quarter development

With the development of entire quarters (*Quartiersentwicklung*), the Consus Group focuses on long-term developments in sustainable locations in metropolitan areas. These quarters are designed to redefine their respective area with a mix of residential units and commercially used space providing for high living standards.

#### Condominium sales

For its residential developments of condominiums, the Consus Group develops high quality residential units which it sells to investors and owner-occupiers. With this development segment, the Consus Group taps the broad owner-occupied housing market. It frequently renovates and converts commercial and office buildings to develop high-end residential apartments. The condominiums are being sold through “RVG Real Estate Vertriebs GmbH”, which operates as a distribution channel for the Consus Group’s residential units by utilizing the experience and knowledge of its sales experts.

#### Yielding assets

The Consus Group owns a small number of yielding assets that generate cash flows from rental income which are often within or part of larger development projects within the Consus Group. The key locations are in Berlin and Hamburg and include the base of the Steglitzer Kreisel in Berlin, where the Consus Group is developing the tower, and a large parking facility in Hamburg.

### ***Employees and Pension***

#### Employees

As at December 31, 2020, the total number of full-time employees (FTE) of the ADLER Group amounted to 1,787 (2019: 366).

#### Pension

We do not provide a private pension plan for our employees.

Regarding incentive plans for the Board of Directors and the Senior Management, see “*Description of the governing bodies of the Company—Senior Management of the ADLER Group—Long-Term Incentive Program (LTI)*”.

#### *Governmental, Legal, Arbitration or Similar Proceedings*

During the ordinary course of our business activities, we are regularly involved in legal proceedings, both as a claimant and as a defendant. These proceedings are routine matters of tenancy and other laws, and do not have a significant impact on the ADLER Group’s business.

As of the date of this Offering Memorandum, other than the proceedings described herein, there are no and have not been within the last 12 months governmental, legal or arbitration proceedings (including pending or threatened proceedings) that could have a material adverse effect on our business, net assets, financial condition, cash flows, results of operations and prospects.



#### Proceedings related to ADLER Real Estate’s capacity as an indirect shareholder of conwert Immobilien Invest SE

In connection with ADLER Real Estate’s acquisition of MountainPeak Trading Limited, Nicosia/Cyprus (“**MountainPeak**”) (which held approximately 23% of the voting rights in conwert Immobilien Invest SE (“**conwert**”) at the time) in August 2015, the Austrian Takeover Commission (*Übernahmekommission*), in a ruling dated November 30, 2016 and upheld by a binding ruling of the Austrian Supreme Court (*Oberster Gerichtshof*) dated March 1, 2017 and communicated to ADLER Real Estate on April 10, 2017, held that ADLER Real Estate, together with MountainPeak and certain other parties, all of whom acted in concert with respect to conwert, acquired a controlling stake in conwert on September 29, 2015 (the “**Conwert Acquisition**”) and, ultimately, wrongly failed to make a mandatory takeover offer to the remaining shareholders of conwert at that time.

We are exposed to potential restitution proceedings in which shareholders and holders of convertible bonds issued by conwert may seek damages from us (among others), asserting that these shareholders sold shares or convertible notes at a price that was lower than the minimum offer price that the involved parties would have been obliged to pay to shareholders of conwert in the context of the wrongfully omitted takeover offer.

Eight damage claims of former shareholders of conwert with a cumulative dispute amount of approximately €8.5 million are pending at the Vienna Commercial Court (*Handelsgericht Wien*) in connection with the Conwert Acquisition as of the date of this Offering Memorandum. In the first proceeding related to the aforementioned damage claim and following a ruling by the Vienna Commercial Court (*Handelsgericht Wien*) on April 18, 2019, the claim was ultimately dismissed by the Higher Regional Court Vienna (*Oberlandesgericht Wien*) in a ruling dated November 25, 2019.

In addition, we were and, as of the date of this Offering Memorandum, are involved in certain administrative penal proceedings in relation to the Conwert Acquisition, none of which, however, we believe could have a material adverse effect on our business. We have not recorded any provisions in relation to the Conwert Acquisition.

#### Proceeding related to ADLER Real Estate’s acquisition of a stake in BCP

In connection with ADLER Real Estate’s acquisition of a 69.81% stake in BCP in April 2018, a petition to certify a class action law suit was filed with the Tel Aviv District Court by a minority shareholder of BCP against, among others, ADLER Real Estate. BCP’s petitioning minority shareholder (who holds one share in BCP) asserts that certain of ADLER Real Estate’s agreements to purchase BCP shares, including by way of a put option agreement, violated applicable tender offer rules. The petitioner requests that the BCP shares acquired by ADLER Real Estate shall be declared dormant and, further, that the relevant class of shareholders shall be awarded certain monetary compensation and reimbursements (in an amount of approximately NIS 78 million to NIS 116 million). As of the date of this Offering Memorandum, no further shareholders of BCP have filed similar actions. As of the same date, we are of the view that we have good arguments to support the dismissal of the certification of the petition as a class action and does not intend to record provisions in relation thereto.

#### **Material Agreements**

This section provides an overview of material agreements to which any company of the ADLER Group is a party. The majority of the ADLER Group’s bank loans secured by investment or trading properties have a non-recourse structure. Some bank loans are additionally secured by sureties and/or guarantees.

#### *Call/Put-Option Agreement*

For a description of the Call/Put-Option Agreement, see “*Description of Recent Transactions—Acquisition of Consus Real Estate—Call Option Exercise*”.

#### *Other Financing*

#### 2026 Notes

On November 13, 2020, the Company issued notes in the aggregate principal amount of €400 million (the “**2026 Notes**”). The 2026 Notes were issued in a denomination of €100,000 and bear fixed interest at a rate of 2.750% p.a. Interest is payable annually in arrear on each November 13. The 2026 Notes will mature on November 13, 2026 (subject to early redemption). The 2026 Notes are subject to similar terms and conditions, including the provisions regarding a change of control, financial indebtedness and events of default, as the 2025 Notes. For further information on terms and conditions please see “—2025 Notes” below.

## 2025 Notes

On August 3, 2020, the Company issued notes in the aggregate principal amount of €400 million (the “**2025 Notes**”). The 2025 Notes were issued in a denomination of €100,000 and bear fixed interest at a rate of 3.250% p.a. Interest is payable annually in arrear on each August 5. The 2025 Notes will mature on August 5, 2025 (subject to early redemption).

Upon the occurrence of a change of control under the 2025 Notes, noteholders may require the Company to redeem the 2025 Notes held by them, in whole or in part, within 60 days after the Company has published a notice regarding the change of control. A change of control occurs each time one person or persons acting jointly acquire(s) 50% of the share capital in the Company or shares carrying 50% of the voting rights.

Under the terms and conditions of the 2025 Notes, the Company has undertaken that it will not incur any financial indebtedness (except for financial indebtedness that is incurred to refinance existing financial indebtedness) to the extent that the loan-to-value-ratio would exceed 60% or the secured loan-to-value ratio (both as further specified in the terms and conditions) would exceed 45%.

## Consus 2024 Senior Secured Notes

On May 3, 2019 and October 17, 2019, Consus Real Estate issued senior secured notes in an aggregate principal amount of €450,000,000 bearing a fixed annual interest at a rate of 9.625% and maturing on May 15, 2024 (the “**Consus 2024 Senior Secured Notes**”). The Consus 2024 Senior Secured Notes are admitted to trading on The International Stock Exchange. Subject to certain conditions and against payment of certain premiums, Consus Real Estate may redeem the Consus 2024 Senior Secured Notes prior to its maturity on or after May 15, 2021. The Consus 2024 Senior Secured Notes are secured by first-ranking pledges over shares in certain companies of the Consus Group as well as an assignment of intra-group receivables of the Consus Group, claims under a certain intra-group loan and claims of Consus Real Estate under the Acquisition Agreement. In connection therewith, Consus Real Estate entered into a security trust agreement for the benefit of the bondholders of the Consus 2024 Senior Secured Notes and the bondholders of the Consus 2022 Convertible Bonds (see also “—*Consus 2022 Convertible Bonds*”). Upon the occurrence of certain events constituting a change of control, Consus Real Estate may be required to make an offer to repurchase all of the Consus 2024 Senior Secured Notes at a redemption price equal to 101% of the principal amount thereof. Consus Real Estate shall not be required to make such an offer upon a change of control if a third party makes the offer in compliance with the requirements applicable to an offer made by Consus Real Estate and purchases all Consus 2024 Senior Secured Notes validly tendered.

As of December 31, 2020, €450.0 million remained outstanding under the Consus 2024 Senior Secured Notes.

## ADLER Real Estate Notes

In April 2018, ADLER Real Estate issued senior unsecured notes in the aggregate principal amount of €500,000,000 due April 27, 2023 (the “**2023 Notes**”) and €300,000,000 due April 27, 2026 (the “**2026 Notes**”). In April 2019, ADLER Real Estate issued senior unsecured notes in an aggregate principle amount of €400,000,000 due April 17, 2022 (the “**2022 Notes**”) and, together with the 2023 Notes and the 2026 Notes, the “**ADLER Real Estate Notes**”). The 2023 Notes bear interest at a rate of 1.875 % p.a., the 2026 Notes bear interest at a rate of 3.00 % p.a. and the 2022 Notes bear interest at a rate of 1.500 % p.a. The terms and conditions of the ADLER Real Estate Notes provide that if any person or persons acting in concert within the meaning of Section 2 para. 5 of the German Securities Acquisition and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*) or any person or persons acting on behalf of any such person(s), at any time directly or indirectly acquire(s) or come(s) to own (i) more than 50% of the share capital in ADLER Real Estate, or (ii) such number of shares in the share capital of ADLER Real Estate carrying in aggregate more than 50% of the voting rights in ADLER Real Estate, each holder of the ADLER Real Estate Notes shall have the right to require ADLER Real Estate to redeem or purchase in whole or in part his ADLER Real Estate Notes, within 60 days after a put event notice has been published at 101% of the principal amount of such Note plus any unpaid accrued interest.

Under the terms and conditions of the ADLER Real Estate Notes, ADLER Real Estate has undertaken that neither itself nor its material subsidiaries will incur any financial indebtedness subject to compliance with certain financial covenants as further described in the terms and condition of the ADLER Real Estate Notes and that it will maintain a consolidated coverage ratio of 1.70 to 1.00 until December 31, 2020 and 1.80 to 1.00 after January 1, 2020. Furthermore, and subject to certain exceptions, ADLER Real Estate shall not merge, amalgamate or consolidate with or into any other person or sell, convey, transfer or lease all or substantially all of its properties and assets.

## 2021 Notes

On December 6, 2017, ADLER Real Estate issued €800,000,000 senior unsecured notes in two tranches. The first tranche with a coupon of 1.500% p.a. and an aggregate principal amount of €500,000,000 matures on December 6, 2021 (the “**2021 Notes**”). The second tranche with an aggregate principal amount of €300,000,000 and a coupon of 2.125% p.a. matures on February 6, 2024 (the “**2024 Notes**” and, together with the 2021 Notes, the “**2021/2024 Notes**”). The average coupon for the total issue amounts to 1.734%. The 2021/2024 Notes are admitted to trading on the Main Market of the Euronext Dublin.

Under the terms and conditions of the 2021/2024 Notes, ADLER Real Estate has undertaken not to incur any indebtedness if, immediately after giving effect to the incurrence of such additional indebtedness and the application of the net proceeds of such incurrence, (a) the sum of (i) the consolidated indebtedness of the ADLER Real Estate Group as of the last reporting date for which the most recent consolidated financial statements of ADLER Real Estate were published and (ii) the net nominal indebtedness incurred since the reporting date would exceed 60% of the sum of (without duplication) (x) total assets as of the reporting date, (y) the purchase price of any real estate property acquired or contracted for acquisition since the reporting date and (z) the proceeds of any indebtedness incurred since the reporting date (but only to the extent such proceeds were not used to acquire real estate property or to reduce indebtedness); or (b) the sum of (i) the consolidated secured indebtedness of ADLER Real Estate Group as of the reporting date and (ii) the net nominal secured indebtedness incurred since the reporting date would exceed 40% of the sum of (without duplication) (x) total assets as of the reporting date, (y) the purchase price of any real estate property acquired or contracted for acquisition since the reporting date and (z) the proceeds of any indebtedness incurred since the reporting date (but only to the extent such proceeds were not used to acquire real estate property or to reduce indebtedness).

Furthermore, under the terms and conditions, ADLER Real Estate has undertaken to comply with a so-called consolidated coverage ratio (ratio of the ADLER Real Estate’s adjusted consolidated EBITDA to ADLER Real Estate’s net cash interest in the relevant period) at certain dates. In accordance therewith, the interest cover ratio must be at least (a) 1.70 to 1.00, with respect to any reporting date falling on or after January 1, 2020 and on or before December 31, 2020; and (b) 1.80 to 1.00, with respect to any reporting date falling on or after January 1, 2021 and as long as any 2021/2024 Note is outstanding. In case of a breach of the aforementioned covenants, the noteholders have the right to extraordinary termination and the right to call the notes due immediately.

Additionally, and subject to certain exceptions, ADLER Real Estate has undertaken not merge or consolidate into any other person or sell, convey, transfer or lease all or substantially all of its properties and assets.

In case of a change of control, subject to certain exceptions, the noteholders of the 2021/2024 Notes have the right to require ADLER Real Estate to repurchase all or any part of each noteholder’s 2021/2024 Notes, whereby ADLER Real Estate shall offer a payment in cash equal to 101% of the aggregate principal amount of the 2021/2024 Notes purchased plus accrued and unpaid interest and additional amounts.

On January 6, 2021, ADLER Real Estate launched a cash tender offer (the “**Tender Offer**”) to purchase any 2021 Notes. The repurchase price for each validly tendered 2021 Note was 101.212% of the outstanding amount of such note, plus accrued interest. As of January 15, 2021, €170.42 million remained outstanding under the 2021 Notes following the closing of the Tender Offer.

## Consus 2022 Convertible Bonds

On November 29, 2017, Consus Real Estate issued convertible bonds in the aggregate principal amount of €200,000,000 due 2022 (the “**Consus 2022 Convertible Bonds**”). The Consus 2022 Convertible Bonds bear a fixed annual interest at a rate of 4.0%. Consus Real Estate entered into a security trust agreement for the benefit of the bondholders of the Consus 2022 Convertible Bonds and the bondholders of the Consus 2024 Senior Secured Notes (see also “—*Consus 2024 Senior Secured Notes*”). Bondholders have the right to convert the Consus 2022 Convertible Bonds into shares of Consus Real Estate at an initial conversion price of €9.1885, which has, with effect as of July 24, 2018, been adjusted to a conversion price of €9.1706, subject to certain adjustments under certain circumstances. Consus Real Estate may redeem all of the bonds outstanding under the Consus 2022 Convertible Bonds if the share price of Consus Real Estate on at least 20 trading days during a period of 30 consecutive trading days exceeds 130% of the conversion price in effect on each such trading day. In case of a change of control, each bondholder may terminate all or part of the Consus 2022 Convertible Bonds and Consus Real Estate is obliged to redeem them at their principal amount *plus* accrued interest. If Consus Real Estate gives notice of a voluntary tender offer for its shares to the bondholders, each bondholder may convert the Consus 2022 Convertible Bonds held by it by giving a conversion notice that is conditional upon reaching the relevant acceptance threshold as set forth in the tender offer. In such case, the conversion price will be subject to an adjustment. In accordance with the terms and conditions of the Consus 2022 Convertible Bond, its holders have the right to offer to Consus Real Estate to participate in a capital increase by way of

contribution in kind (*Sacheinlage*) by offering bonds held by it as contribution in kind, whereas it is in Consus Real Estate's discretion to accept such offer. If Consus Real Estate accepts such offer, the new shares would be derived from Consus Real Estate's conditional capital. However, under the terms and conditions of the Consus 2022 Convertible Bonds provide that, upon exercise of the conversion right by a bondholder, Consus Real Estate may (in its sole discretion) elect to pay a cash alternative amount instead of delivering shares. The exercise of the included termination right leads to a 100% repayment *plus* accrued interest.

As of December 31, 2020, €119.6 million remained outstanding under the Consus 2022 Convertible Bonds.

#### 2024 Notes

On July 27, 2017, the Company issued notes in the aggregate principal amount of €400 million (the "**2024 Notes**"). The 2024 Notes were issued in a denomination of €100,000 and bear fixed interest at a rate of 1.500% p.a. Interest is payable annually in arrear on each July 26. The 2024 Notes will mature on July 26, 2024 (subject to early redemption).

Upon the occurrence of a change of control under the 2024 Notes, noteholders may require the Company to redeem the 2024 Notes held by them, in whole or in part, within 30 days after the Company has published a notice regarding the change of control. A change of control occurs each time one person or persons acting jointly acquire(s) 50% of the share capital in the Company or shares carrying 50% of the voting rights.

Under the terms and conditions of the 2024 Notes, the Company has undertaken that it will not incur any financial indebtedness (except for financial indebtedness that is incurred to refinance existing financial indebtedness) to the extent that the loan-to-value-ratio would exceed 60% or the secured loan-to-value ratio (both as further specified in the terms and conditions) would exceed 45%.

#### 2023 Convertible Bonds

On November 23, 2018, the Company issued convertible bonds in the aggregate principal amount of €165 million (the "**2023 Convertible Bonds**"). The 2023 Convertible Bonds were issued in a denomination of €100,000 and will mature on November 23, 2023 (subject to early redemption). The Company may elect to fulfil its obligation to redeem the 2023 Convertible Bonds at maturity by delivering shares on the maturity date. The Company may only exercise such right for all, not just a part of the 2023 Convertible Bonds.

The 2023 Convertible Bonds bear fixed interest at a rate of 1.250% p.a. Interest is payable semi-annually in arrear on each May 23 and November 23. The interest rate is subject to a step-up of 0.50% should the Company receive a non-investment grade rating. Should the Company have more than one rating, the step-up will only apply if more than one rating agency assigns a non-investment grade rating to the Company. However, the interest rate may be reset to the initial interest rate should the respective rating revert to an investment grade rating.

Bondholders have the right to convert the 2023 Convertible Bonds held by them, in whole, but not in part, into shares of the Company at an initial conversion price of €60.5690, which has, with effect as of June 19, 2019, been adjusted to a conversion price of €60.3444, subject to certain adjustments, such as capital increases from capital reserves or retained earnings, share splits, combining of shares and capital decreases, capital increases against cash contribution with subscription rights, issuances of other securities with subscription rights, sales of own shares, transferring mergers, spin-offs, split-ups and distributions. Such conversion right may be exercised until maturity of the 2023 Convertible Bonds on November 23, 2023. Upon exercise of a conversion right, the Company may elect whether it will deliver shares or make a cash payment in lieu of such delivery.

If the Company gives notice of a change of control, a take-over bid regarding its shares or a free-float of less than 20% of its shares, bondholders may convert all 2023 Convertible Bonds held by them up to the effective date which is to be set by the Company or require the Company to redeem the 2023 Convertible Bonds in cash. If the bondholder chooses to convert the 2023 Convertible Bonds up to the effective date, the conversion price may be subject to an adjustment. Following a change of control, bondholders may also choose to not convert or redeem their 2023 Convertible Bonds.

#### 2021 Convertible Bonds

In July 2016, ADLER Real Estate issued up to 10,000,000 convertible bonds due July 19, 2021 (the "**2021 Convertible Bonds**") with 7,135,501 outstanding as of the date of this Offering Memorandum. The 2021 Convertible Bonds bear interest at a rate of 2.50% p.a., payable in arrear on January 19 and July 19 of each year. The current conversion price of the 2021 Convertible Bonds has been set at €12.5039 for each convertible bond, subject to the conversion mechanisms described in more detail in the terms and conditions of the 2021 Convertible Bonds (see below).

The terms and conditions of the 2021 Convertible Bonds provide that every holder of the 2021 Convertible Bonds may, until the effective date, (i) partially or in whole terminate the 2021 Convertible Bonds held, whereby ADLER Real Estate is obliged to repay these 2021 Convertible Bonds in their principle amount plus any interest accrued until the effective date, or (ii) convert the 2021 Convertible Bonds held on the basis of a conversion price amended against that background, if (a) a third person or a group of third persons acting in concert within the meaning of Section 2 para. 5 of the German Securities Acquisition and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*) has become the legal or beneficial owner of more than 50% of the voting rights in ADLER Real Estate, or (b) in the event of a public tender offer for shares in ADLER Real Estate, circumstances where the shares already in the control of the bidder and the shares which have already been tendered carry in aggregate more than 50% of the voting rights in ADLER Real Estate, or (c) in case of the disposition or transfer of all or substantially all of ADLER Real Estate's assets ((a) and (b) each an “**ADLER Change of Control relating to a public tender offer**”, and (a), (b) and (c) together, each an “**ADLER Change of Control**”) and when ADLER Real Estate gives notice thereof and of the relevant effective date to the holders of the 2021 Convertible Bonds. An ADLER Change of Control relating to a public tender offer occurred when 50% of ADLER Real Estate's shareholders unconditionally accepted the ADLER Offer. For the avoidance of doubt, under the terms and conditions of the 2021 Convertible Bonds, regardless of the fact that an ADLER Change of Control relating to a public tender offer occurred, holders of the 2021 Convertible Bonds do not have the right to convert their holdings in the 2021 Convertible Bonds into shares of the Company.

Upon occurrence of an ADLER Change of Control and publication by way of notice thereof and of the effective date by ADLER Real Estate, the conversion price of the 2021 Convertible Bonds will be adjusted as further described in the terms and conditions of the 2021 Convertible Bonds and such adjusted conversion price will apply for conversions up to the relevant effective date.

#### General Agreement (Commercial Paper Programme)

On March 28, 2018, the Company as issuer as well as ADO Lux Finance S.à r.l. and ADO Treasury GmbH entered into a general agreement with Commerzbank Aktiengesellschaft Frankfurt am Main as arranger and Bayerische Landesbank, BNP Paribas, Société Générale and UBS Limited as dealers (the “**General Agreement**”) establishing a €500,000,000 multi-currency commercial paper programme (the “**Programme**”). The obligations under the notes of the Programme (the “**CP Notes**”) constitute direct, unconditional, unsecured and unsubordinated obligations of the issuers under the General Agreement, in principle ranking *pari passu* among themselves and *pari passu* with all other unsecured and unsubordinated obligations of the issuers under the General Agreement. The Company as guarantor has given an unconditional and irrevocable guarantee for the due and punctual payment of the principal of, and the interest on, and any other amounts payable under the CP Notes. The General Agreement includes market-standard clauses regarding a negative pledge as well as various carve-outs therefrom.

The CP Notes can either be discounted, interest bearing at a fixed rate or, under certain conditions, set out in the global note, interest bearing at a floating rate. The issuers under the General Agreement will redeem each Note at its nominal amount on the relevant maturity date. The General Agreement includes several market standard representations and undertakings, and the CP Notes are subject to market-standard events of default. The issuers under the General Agreement may terminate the Programme by at least 60 days' written notice. The arranger may terminate the Programme by at least 60 days' written notice to the Issuers and the dealers.

#### 2021 Revolving Credit Facility Agreement with J.P. Morgan AG, Barclays Bank Ireland PLC and Deutsche Bank Luxembourg S.A.

On March 15, 2021, the Company entered into a facility agreement with J.P. Morgan AG, Barclays Bank Ireland PLC and Deutsche Bank Luxembourg S.A. (the “**Revolving Credit Facility Agreement**”). Under the Revolving Credit Facility Agreement, the Company may utilize a revolving credit facility with an original aggregate nominal amount of €300,000,000 (the “**Revolving Facility**”), made available for general corporate purposes.

The Revolving Credit Facility is guaranteed and unsecured and bears interest at a rate *per annum* equal to the aggregate of EURIBOR *plus* a margin, subject to a margin ratchet dependent on the Company's credit rating. The Company is also required to pay a commitment fee at certain intervals, fees related to the utilization and agency fees. The Revolving Credit Facility Agreement contains market-standard repayment, prepayment and termination provisions. The Revolving Credit Facility Agreement also requires mandatory prepayment following the occurrence of a change of control if a lender exercises its termination right. Moreover, the Revolving Credit Facility Agreement sets out certain customary events of default. Further, the Revolving Credit Facility Agreement requires the Company to comply with certain financial covenants, including a loan-to-value ratio that does not exceed 60%, a secured loan-to-value ratio that does not exceed 45% and an interest cover

ratio that is not less than 1.80:1.00. Additionally, the Company is required to provide certain financial information and other information regarding the ADLER Group's financial condition.

#### 2020 Loan Agreement with Landesbank Baden-Württemberg II

On June 30, 2020, certain group companies of the ADLER Group as borrowers entered into a loan agreement with Landesbank Baden-Württemberg ("**LBBW**") as lender made available for the purpose of certain refinancings as well as general corporate use (the "**LBBW Loan Agreement**"). The LBBW Loan Agreement provides for a term loan facility in the amount of €272 million and a revolving facility in the amount of €48 million (together, the "**LBBW ADO Loan Facilities**"). The term loan facility bears a fixed interest rate of 1.75% p.a. for five years. The revolving facility bears a variable interest rate of three-month EURIBOR *plus* a 2.15% p.a. margin. The aggregate utilization of the LBBW ADO Loan Facilities is limited to a maximum of 110% of the loan-to-mortgage lending value and a maximum LTV ratio of 62%. The term loan is repayable in monthly installments of one-twelfth of 2.0% p.a. of the initial loan amount and repayment of any outstanding amount at maturity.

All claims in connection with the LBBW Loan Agreement, are secured by land charges and pledges of rent payment bank accounts. Under the LBBW Loan Agreement, the borrowers covenant to not incur any additional debt (with the exception of shareholder loans) and will not provide any further collateral to any third parties. The loan is subject to market-standard reporting and financial covenants. In addition, the borrowers undertake to carry out certain maintenance to maintain portfolio quality. They also undertake to cancel all third-party land charges at borrower level and to repay all third-party liabilities. The LBBW Loan Agreement is due for repayment on the date falling five years after the date of the first utilization of the LBBW ADO Loan Facilities.

As of December 31, 2020, €316.80 million (including interest) was outstanding under the LBBW Loan Agreement.

#### 2019 Loan Agreement with DZ HYP

On December 13, 2019, RIV Harbour West MI 1 GmbH, RIV Harbour East WA 1 GmbH, RIV Central WA 2 GmbH, RIV Square West MI 3 GmbH, RIV Square East WA 3 GmbH, RIV Channel MI 4 GmbH and RIV Kornspeicher GmbH as borrowers entered into a loan agreement for a term loan facility in an amount of €215.0 million with DZ HYP AG ("**DZ HYP**") as lender in connection with the refinancing of certain existing financings and the financing of development cost in relation to one property. The loan is structured as a two-tranche amortizing term loan and is repayable in quarterly installments of 1.5% p.a. of the initial loan amount and with any remaining outstanding amounts to be repaid at maturity. With respect to the first tranche in an amount of €200.0 million, the first repayment installment of which is due from January 1, 2021, interest at a fixed rate of 1.19% is payable quarterly. With respect to the second tranche in an amount of €15.0 million, the first repayment installment is due on January 1, 2022, and an interest at a rate of 1.20% p.a. above the three-month EURIBOR (or a reference interest rate similar thereto), determined for the respective quarterly interest period. The reference interest rate shall never be less than zero. To secure all claims of DZ HYP arising from the loan, it was agreed to, among others, provide first ranking registered land charges in a total amount of €215 million on the collateral assets plus annual land charge interest of 15% and a 10% non-recurring ancillary payment. In addition, collateral was provided, in particular: (i) assignment of all rights and claims arising from the general contractor agreement, including from the bank guarantee provided by the general contractor and including warranties assumed from the general contractor, (ii) assignment of the rental claims from all lease agreements entered into or to be entered into with respect to the collateral assets, (iii) pledge of the rent collection account, as well as (iv) a letter of subordination and a loan maintenance agreement of the shareholders of the borrowers for existing and future shareholder loans. Additionally, ADLER Real Estate has provided a debt service guarantee in an amount of €6.5 million, conditional until, among others, an occupancy rate of 92.5% has been reached and, further, undertaken to compensate DZ HYP for any debt service deficits of the borrowers. DZ HYP has customary extraordinary termination rights (including but not limited to insolvency, material misrepresentations, and insufficient insurance cover not providing additional security if so requested by DZ HYP). Under certain conditions, DZ HYP has the right of extraordinary termination of the loan agreement in the event of a change of control of the borrowers or in case of non-compliance with certain financial covenants (debt service cover of at least 110% and an LTV ratio not exceeding 60%, in each case subject to customary cure provisions). The loan is due for repayment on November 30, 2029.

As of December 31, 2020, €199.25 million (including interest) was outstanding under this loan agreement.

## 2021 Loan Agreement with LBBW

On March 25, 2021, Westgrund Wolfsburg GmbH, Westgrund Niedersachsen Nord GmbH, Westgrund Niedersachsen Süd GmbH, Westgrund Brandenburg GmbH and Westgrund VII. GmbH as borrowers entered into a loan agreement with LBBW as lender with respect to a principal amount of up to €400 million in connection with the financing of certain capital expenditures and the refinancing of an existing loan agreement with a principal amount of originally up to €297 million, dated December 19, 2014 (as amended on February 26, 2015, September 18, 2015 and June 21, 2017 and as amended from time to time) and originally made between, *inter alia*, Westgrund Wolfsburg GmbH, Westgrund Niedersachsen Nord GmbH, Westgrund Niedersachsen Süd GmbH, Westgrund Brandenburg GmbH and Westgrund VII. GmbH as borrowers and LBBW as lender. The non-revolving loan is for a principal amount of €400 million with a fixed interest rate of 1.60% p.a. as per a separate fixed interest rate and margin agreement. To secure the claims of the lender, land charges were created for the benefit of the lender with respect to the financed properties and further collateral was provided, in particular, by assignment of claims arising under sale and purchase agreements with respect to the collateral assets, assignment of claims under all lease agreements for the collateral assets and pledging of accounts, in particular, rent collection accounts. Under the loan agreement, the borrowers are obligated to comply with a debt service cover ratio (“DSCR”) covenant that is calculated by calculating the ratio between the expected net rental income for each relevant period and the nominal amount of the loan. The DSCR shall not be less than 6.25% in the years 2022 and 2023, not less than 6.80% in the years 2024 and 2025 and not less than 7.15% from (and including) 2026 onwards. Additionally, the borrowers have to comply with a loan-to-value covenant of an initial maximum of 80% as of June 30, 2022 and a maximum of 67.5% as of June 30, 2027 and a loan-to-secured-value covenant of 100% at any time. In case of a default or event of default (including non-compliance with one or more of the financial ratios), the lender is entitled to revoke the power of disposition regarding the rental accounts that was granted to the borrowers.

The agreement provides for mechanisms to remedy any non-compliance with the agreed financial ratios. The agreement also provides for various rights of termination in favor of the lender, in particular, in case of (i) default in payment, (ii) non-compliance with a financial ratio which is not remedied, (iii) a change of controlling interests in the borrowers, (iv) a conversion, merger, demerger or change of legal form of one of the borrowers, (v) a default in payment of at least €100,000 vis-à-vis third parties (“cross default”) and (vi) a sale of one or more collateral assets contrary to the provisions of the loan agreement. Moreover, a material deterioration of the financial situation of the borrowers or the value of the collateral constitutes a reason for termination under the agreement. The facility under the loan agreement provides for a monthly repayment with the last repayment scheduled for March 30, 2028.

## Financing of development projects and other financing arrangements

The Consus Group’s liabilities to financial institutions and financing liabilities from related parties (including cash and cash equivalents) consist of, *inter alia*, loan agreements with financing banks, promissory note loan (*Schuldscheindarlehen*), other bonds (*Anleihen*) and loan agreements with individuals and non-bank entities or financings not immediately related to the Consus Group’s development projects.

The majority of the Consus Group’s financing arrangements were entered into in connection with the financing of the acquisition or development of land plots and/or real estate properties and are in line with customary market practice. Typically, such project financings have a short to mid-term maturity profile to match Consus Real Estate’s general forward sale approach and the value creation process. In the ordinary course of business, the Consus Group continues to finance, refinance and extend its project financings on a rolling basis. In certain cases, such refinancing or extension only occurs following the maturity of the relevant financing. Individual project financings may mature prior to the relevant developments being completed and sold and, in such cases, such financings are refinanced or extended as required. In line with industry practice, the process required for such refinancing or extension is initiated shortly (i.e. usually three months) prior to maturity.

## *Domination Agreements*

On April 28, 2020, the Board of Directors resolved to initiate a domination agreement pursuant to Sections 291 *et seq.* of the German Stock Corporation Act (*Aktiengesetz – AktG*) between the Company (as controlling entity) and ADLER Real Estate (as controlled entity) (the “**ADLER Domination Agreement**”) in order to further pursue the integration. Such measures include, among others, the appointment of a valuer to perform the required IDW S1 company valuation. The conclusion of the ADLER Domination Agreement is subject to further steps, among others, the approval of the general meeting of ADLER Real Estate. If the ADLER Domination Agreement is concluded, the minority shareholders of ADLER Real Estate would be entitled to a guaranteed dividend in cash (*Garantiedividende*) for the duration of the ADLER Domination Agreement and would also be able to demand that the Company acquire their shares in ADLER Real Estate for a cash compensation or shares in the Company.

On June 29, 2020, the Company further announced its intention to initiate proceedings to potentially conclude a domination agreement pursuant to Sections 291 *et seq.* of the German Stock Corporation Act (*Aktiengesetz – AktG*) between the Company (as controlling entity) and Consus Real Estate (as controlled entity) (the “**Consus Domination Agreement**”) in order to further pursue the integration. A conclusion of the Consus Domination Agreement would require, among others, the appointment of a valuer to perform the required IDW S1 company valuation. Furthermore, the conclusion of the Consus Domination Agreement is subject to additional steps, among others, the approval of the general meeting of Consus Real Estate. If the Consus Domination Agreement is concluded, the minority shareholders of Consus Real Estate would be entitled to a guaranteed dividend in cash (*Garantiedividende*) for the duration of the Consus Domination Agreement and would also be able to demand that the Company acquire their shares in Consus Real Estate for a cash compensation or shares in the Company.

### **Selected Consolidated Financial Information of the Company**

The following financial data is extracted or derived from the audited consolidated financial statements of the Company as of and for the fiscal year ended December 31, 2020 (the “**Fiscal Year 2020**”) and the audited consolidated financial statements of the Company as of and for the fiscal year ended December 31, 2019 (the “**Fiscal Year 2019**”), both of which were prepared in accordance with IFRS.

KPMG Luxembourg, Société cooperative (“**KPMG**”), has audited and issued an unqualified auditor’s report with respect to the consolidated financial statements for the Fiscal Year 2020 and the Fiscal Year 2019. The aforementioned audited consolidated financial statements are incorporated by reference into this Offering Memorandum.

Where financial data in the following tables is labeled “audited”, this means that it has been extracted from the audited financial statements mentioned above. The label “unaudited” is used in the following tables to indicate financial data that has not been taken from the audited financial statements mentioned above, but was taken from the accounting or controlling records of the Company, or is based on calculations of these figures. All of the financial data presented in the text and tables below are shown in thousands of Euro (in € thousand), except as otherwise stated. In order to ensure that figures given in the text and the tables sum up to the totals given, the numbers are commercially rounded to the nearest whole number or in some cases to such number that facilitates the summing up. The percentage changes that are stated in the text and the tables are commercially rounded to one decimal point unless stated otherwise. Financial data presented in parentheses denotes the negative of such number presented. In respect of financial data set out in the Offering Memorandum, a dash (“–”) signifies that the relevant figure is not available, while a zero (“0.0”) signifies that the relevant figure is available, but has been rounded to zero.

The following selected consolidated financial data should be read together with the consolidated financial statements including the related notes contained in this Offering Memorandum and additional financial information contained elsewhere in this Offering Memorandum.

### **Selected Consolidated Financial Information**

#### *Selected Consolidated Statements of Profit or Loss Data*

	For the fiscal year ended December 31,	
	2020	2019
	(audited) (in € thousand)	
Revenue.....	758,737	156,520
Cost of operations.....	(553,918)	(44,011)
<b>Gross profit.....</b>	<b>204,819</b>	<b>112,509</b>
General and administrative expenses.....	(107,420)	(25,050)
Other expenses.....	(76,198)	(13,188)
Other income.....	109,399	78,132
Changes in fair value of investment properties.....	413,675	461,51
<b>Results from operating activities.....</b>	<b>544,275</b>	<b>613,920</b>
Finance income.....	186,500	102,475
Finance costs.....	(376,566)	(32,375)
<b>Net finance income (costs).....</b>	<b>(190,066)</b>	<b>70,100</b>
Net income (losses) from investments in associated companies.....	(5,666)	—
<b>Profit before tax.....</b>	<b>348,543</b>	<b>684,020</b>
Income tax income (expense).....	(119,079)	(77,096)
<b>Profit for the period.....</b>	<b>229,464</b>	<b>606,924</b>



*Selected Consolidated Statements of Financial Position Data*

	As of December 31,	
	2020	2019
	(audited)	
	(in € thousand)	
<b>Certain Assets</b>		
Advances in respect of investment properties.....	1,954	6,300
Investment properties .....	10,108,888	3,624,453
Trading properties (Inventories) .....	1,254,460	25,860
<b>Total assets.....</b>	<b>14,837,639</b>	<b>4,396,465</b>
<b>Certain Liabilities</b>		
Other loans and borrowings (non-current).....	2,658,653	740,212
<b>Non-current liabilities .....</b>	<b>7,119,584</b>	<b>1,586,306</b>
Other loans and borrowings (current) .....	1,265,842	37,605
<b>Total Current liabilities .....</b>	<b>2,773,242</b>	<b>111,711</b>

*Selected Consolidated Cash Flow Statement Data*

	For the fiscal year ended December 31,	
	2020	2019
	(audited)	
	(in € thousand)	
Net cash from operating activities .....	120,304	88,764
Net cash from (used in) investing activities.....	(178,368)	269,061
Net cash from (used in) financing activities .....	(136,299)	1,767
Change in cash and cash equivalents during the year .....	(194,363)	359,592
Cash and cash equivalents at the beginning of the year .....	387,558	27,966
Net cash and cash equivalents acquired as a result of the business combination .....	178,379	—
Cash and cash equivalents at the end of the year .....	371,574	387,558

***Additional Non-IFRS Performance Measures***

We believe that the key performance indicators described in this section constitute the most important indicators for measuring the operating and financial performance of the ADLER Group's business. However, the performance measures are not recognized as line items under IFRS and should not be considered as substitutes for figures on net assets, result before taxes, net earnings, cash flow from operating activities or other income statement, cash flow or balance sheet data, as determined in accordance with IFRS, or as indicators of profitability or liquidity. The performance measures do not necessarily indicate whether cash flow will be sufficient or available for the ADLER Group's cash requirements, nor whether any such measure is indicative of the ADLER Group's historical operating results. The performance measures are not meant to be indicative of future results. Because not all companies calculate these performance measures in the same way, our presentation of the performance measures is not necessarily comparable with similarly-titled measures used by other companies.

We expect the performance measures EBITDA from rental activities, EBITDA from rental activities margin, EBITDA Total, FFO 1 (from rental activities), FFO 2 (including disposal results and development activities), EPRA NAV and EPRA NRV to be of use for potential investors. We believe that the performance measures are useful in evaluating the ADLER Group's operating performance, the net value of the ADLER Group's property portfolio, the level of the ADLER Group's indebtedness and of cash flow generated by the ADLER Group's business, because a number of companies, in particular companies in the real estate business, also publish these figures as key performance indicators.

With effect as from January 1, 2020, EPRA developed new ratios to reflect changes in the regulatory framework in Europe. As a result of these changes, EPRA NAV will be replaced by, among others, a ratio that highlights the value of net assets on a long-term basis, where assets and liabilities that are not expected to crystallize in normal circumstances, such as the fair value of financial derivatives and deferred taxes on property valuation surpluses are excluded and where, in an effort to reflect the value required to rebuild the company, related costs, including real estate transfer taxes, are included. We believe that a significant difference between EPRA NAV and EPRA NRV involves the real estate transfer tax of the properties held. While real estate transfer tax was deducted for property valuation purposes under EPRA NAV, real estate transfer tax is included for property valuation purposes under EPRA NRV in an effort to reflect the low likeliness of property

sales in the current market environment. For purposes of comparability, the ADLER Group has reported EPRA NAV for the fiscal year ending December 31, 2020.

In 2020, the ADLER Group adjusted its calculation of the LTV-Ratio. As of December 31, 2019, the Company calculated the LTV-Ratio as the ratio of bonds, other loans and borrowings and other financial liabilities less cash and cash equivalents to the fair value of properties (including investment properties and inventories) as well as advances paid in respect of investment properties and inventories). As of December 31, 2020, the Company calculated the LTV-Ratio as the ratio of bonds, other loans and borrowings and other financial liabilities and convertible bonds less (i) cash and cash equivalents, (ii) selected financial assets, (iii) contract assets and (iv) assets and liabilities classified as held for sale to the fair value of properties as well as investments in real estate companies. The reason for this adjustment in the calculation method is that due to the Business Combination and the consolidation of ADLER Real Estate into the Company, the newly formed ADLER Group had to merge two distinct accounting systems, including calculation methodologies. The Company believes that the current presentation results in reliable and more relevant information on the financial performance.

Furthermore, in 2020, the ADLER Group adjusted its calculation of EBITDA Total and FFO 2 due to the consolidation of Consus Real Estate. For the fiscal year ended December 31, 2019, the Company calculated (i) EBITDA Total as EBITDA from rental activities including net profit from privatizations and (ii) FFO 2 (including disposal results) as FFO 1 (from rental activities) plus net profit from privatizations. For the fiscal year ended December 31, 2020, the Company calculates (i) EBITDA Total as revenue less the cost from rental activities, other operational costs from development and privatization sales, overhead costs from rental activities and other operational costs from development and privatization sales and (ii) FFO 2 (including disposal results and development activities) as EBITDA Total less net cash interest, current income taxes and interest of minority shareholders.

The following table presents a summary of certain performance indicators for the periods presented:

	As of and for the fiscal year ended December 31,	
	2020	2019
	(unaudited)	
	(in € thousand, unless stated otherwise)	
<b>Key performance measures</b>		
In-place rent (end of period, annualized).....	324,750	112,715
<i>of which residential</i> .....	292,361	91,529
<i>of which commercial</i> .....	25,704	18,829
<i>of which other &amp; parking</i> .....	6,686	2,357
In-place rent (per month in € per sqm) <sup>(1)</sup> .....	6.30	7.68
<i>residential</i> .....	6.13	7.39
<i>commercial</i> .....	9.30	10.04
EBITDA from rental activities <sup>(2)</sup> .....	187,014	91,997
EBITDA from rental activities margin (in %) <sup>(3)</sup> .....	63.7	68.6
EBITDA Total <sup>(4)</sup> .....	247,349	95,887
FFO 1 (from rental activities) <sup>(5), (6)</sup> .....	107,128	63,173
FFO 2 (including disposal results and development activities) <sup>(5), (7)</sup> .....	126,654	64,982
<b>Financing and financing position</b>		
LTV-Ratio (in %) <sup>(8)</sup> .....	53.4	23.2
Total portfolio value <sup>(9)</sup> .....	11,363,348	3,650,313
EPRA NAV <sup>(10)</sup> .....	5,213,874	2,923,601
EPRA NRV <sup>(11)</sup> .....	6,037,159	3,247,784
Average interest rate (in %). ....	3.0	1.6
Average debt maturity (in years).....	3.3	4.3
<b>Portfolio measures</b>		
Number of units.....	69,722	17,637
<i>of which residential</i> .....	67,571	16,255
<i>of which commercial</i> .....	2,151	1,382
Vacancy rate at period end (in % of sqm) <sup>(12)</sup> .....	3.4	2.7
Maintenance and capital expenditures (€ per sqm).....	30.7	36.3

- (1) **In-place rent (per month in € per sqm)** is defined as current gross rental income per month for rented residential, commercial and other units and parking spaces as agreed in the corresponding rent agreements as of December 31, 2020 and 2019, respectively, before deducting non-recoverable operating costs, divided by the lettable area of rented units as of the same dates. Residential in-place rent is often also referred to as “net cold rent”.

- (2) **EBITDA from rental activities** is defined as net rental income and income from facility services and recharged utilities costs less cost from rental activities and overhead costs from rental activities. The following tables show the calculation of EBITDA from rental activities for the periods presented:

	For the fiscal year ended December 31,	
	2020	2019
	(unaudited, unless stated otherwise)	
	(in € thousand)	
Net rental income*	293,387	134,141
Income from facility services and recharged utilities costs	90,519	7,431
<b>Income from rental activities</b>	<b>383,906</b>	<b>141,572</b>
Cost from rental activities**	(153,274)	(32,953)
<b>Net operating income (NOI) from rental activities</b>	<b>230,633</b>	<b>108,619</b>
Overhead costs from rental activities***	(43,619)	(16,622)
<b>EBITDA from rental activities</b>	<b>187,014</b>	<b>91,997</b>

\* Audited.

\*\* Cost from rental activities is the aggregate amount of (i) salaries and other expenses related to rental activities, (ii) net costs of utilities recharged and (iii) property operations and maintenance excluding one-off costs.

\*\*\* Overhead costs from rental activities represent general and administrative expenses excluding one-off costs and depreciation and amortization relating to rental activities. Adjustments for one-off costs include items that are of a non-periodic nature, recur irregularly, are not typical for operations, or are non-cash effective like impairment losses on trade receivables.

- (3) **EBITDA from rental activities margin** is defined as EBITDA from rental activities divided by net rental income. The following table shows the calculation of EBITDA from rental activities margin for the periods presented:

	For the fiscal year ended December 31,	
	2020	2019
	(unaudited, unless stated otherwise)	
	(in € thousand, unless stated otherwise)	
EBITDA from rental activities	187,014	91,997
Net rental income*	293,387	134,141
<b>EBITDA from rental activities margin (in %)</b>	<b>63.7</b>	<b>68.6</b>

\* Audited.

- (4) **EBITDA Total** is defined as revenue less cost from rental activities, other operational costs from development and privatization sales, overhead costs from rental activities and other operational costs from development and privatization sales. The following table shows the calculation of EBITDA Total for the periods presented:

	For the fiscal year ended December 31,	
	2020	2019
	(unaudited, unless stated otherwise)	
	(in € thousand, unless stated otherwise)	
Revenue	758,737*	156,520*
Cost from rental activities	(153,274)	(32,953)
Other operational costs from development and privatization sales	(330,162)	(11,058)
Overhead costs from rental activities	(43,619)	(16,622)
Overhead costs from development and privatization sales	(24,114)	—
Fair value gain from build-to-hold development	39,780	—
<b>EBITDA Total</b>	<b>247,349</b>	<b>95,887</b>

\* Audited.

- (5) **Funds from operations (FFO)** is an indicator of available cash flow from operating activities. FFO 1 (from rental activities) is defined as EBITDA from rental activities for the respective periods adjusted to generally reflect net cash interest and current income taxes as well as interest of minority shareholders of BCP. FFO 2 (including disposal results and development activities) is defined as EBITDA Total less net cash interest, current income taxes and interest of minority shareholders (see footnotes (6) and (7) below).
- (6) **FFO 1 (from rental activities)** is defined as EBITDA from rental activities less net cash interest, current income taxes and interest of minority shareholders. The following table shows the calculation of FFO 1 (from rental activities) as of the dates shown:

	<b>For the fiscal year ended December 31,</b>	
	<b>2020</b>	<b>2019</b>
	<b>(unaudited)</b>	
	<b>(in € thousand)</b>	
EBITDA from rental activities .....	187,014	91,997
Net cash interest .....	(70,157)	(27,183)
Current income taxes .....	(3,648)	(1,641)
Interest of minority shareholders .....	(6,080)	—
<b>FFO 1 (from rental activities)</b> .....	<b>107,128</b>	<b>63,173</b>

- (7) **FFO 2 (including disposal results and development activities)** is defined as EBITDA Total less net cash interest, current income taxes and interest of minority shareholders. The following table shows the calculation of FFO 2 (including disposal results and development activities) as of the dates shown:

	<b>For the fiscal year ended December 31,</b>	
	<b>2020</b>	<b>2019</b>
	<b>(unaudited)</b>	
	<b>(in € thousand)</b>	
EBITDA Total .....	247,349	95,887
Net cash interest .....	(101,954)	(27,183)
Current income taxes .....	(12,660)	(3,722)
Interest of minority shareholders .....	(6,080)	—
<b>FFO 2 (including disposal results and development activities)</b> .....	<b>126,654</b>	<b>64,982</b>

- (8) **LTV-Ratio (in %)** is defined as the ratio of bonds, other loans and borrowings and other financial liabilities and convertible bonds less (i) cash and cash equivalents, (ii) selected financial assets, (iii) contract assets and (iv) assets and liabilities classified as held for sale to the fair value of properties as well as investment in real estate companies. For the avoidance of doubt, as of December 31, 2020, bonds, other loans and borrowings and other financial liabilities do not include the derecognized liability towards ADO Group Ltd. in the amount of €2.5 million. The following tables show the calculation of the LTV-Ratio as of the dates shown:

	<b>As of December 31,</b>	
	<b>2020</b>	<b>2019</b>
	<b>(unaudited, unless stated otherwise)</b>	
	<b>(in € thousand)</b>	
Bonds, other loans and borrowings and other financial liabilities .....	7,653,457*	1,223,201
Convertible bonds .....	311,972	156,334
Cash and cash equivalents** .....	(371,574)	(387,558)
Selected financial assets <sup>(8a)</sup> .....	(1,194,865)	(98,871)
Net contract assets .....	(136,606)	—
Assets and liabilities classified as held for sale .....	(112,090)	—
<b>Net financial liabilities</b> .....	<b>6,150,293</b>	<b>893,106</b>
Fair value of properties (including advances) <sup>(8b)</sup> .....	<b>11,430,611</b>	3,670,023
Investment in real estate properties <sup>(8c)</sup> .....	<b>84,816</b>	186,158
<b>GAV</b> .....	<b>11,515,427</b>	<b>3,856,181</b>
<b>LTV-Ratio (in %)</b> .....	<b>53.4</b>	<b>23.2</b>

\* For the avoidance of doubt, for the period ending on December 31, 2020, the LTV excludes the other financial liabilities.

\*\* Audited.

- (8a) **Selected financial assets** includes other investments and other financial assets. The following table shows the selected financial assets for the periods presented:

	As of December 31,	
	2020	2019
	(unaudited)	
	(in € thousand)	
Financial receivables.....	(627,430)	—
Other financial assets .....	(242,380)	(98,871)
Trade receivables from the sale of real estate investment .....	(325,055)	—
<b>Selected financial assets</b> .....	<b>(1,194,865)</b>	<b>(98,871)</b>

- (8b) **Fair value of properties (including advances)** include (i) investment properties and inventories at their fair value, (ii) advances paid in respect of investment properties and inventories and (iii) advances paid in respect of property, plant and equipment used for energy management services. The following table shows the fair value of properties and investments in real estate companies for the periods presented:

	As of December 31,	
	2020	2019
	(unaudited)	
	(in € thousand)	
Investment properties.....	10,108,888	3,650,313
Fair value of inventories .....	1,306,620	13,410
Advances related to investment properties .....	1,954	6,300
Advances in respect of property, plant and equipment used for energy management services .....	13,149	—
<b>Fair value of properties (including advances)</b> .....	<b>11,430,611</b>	<b>3,670,023</b>

- (8c) **Investments in real estate companies** includes investments in financial instruments and investments in associated companies. The following table shows the investments in real estate companies for the periods presented:

	As of December 31,	
	2020	2019
	(unaudited)	
	(in € thousand)	
Investments held as fixed assets* .....	—	186,158
Investments in associated companies .....	84,816	—
<b>Investment in real estate companies</b> .....	<b>84,816</b>	<b>186,158</b>

\* For the avoidance of doubt, for the period ending on December 31, 2019, investments held as fixed assets relates to Consus Real Estate.

- (9) **Total portfolio value** is the sum of investment properties and inventories.
- (10) **EPRA NAV** is used as an indicator of ADLER Group's long-term equity and is calculated based on the total equity attributable to owners of the Company increased by the revaluation of inventories, the fair value of derivative financial instruments and deferred taxes. The following table shows the calculation of the EPRA NAV as of the dates presented:

	As of December 31,	
	2020	2019
	(unaudited, unless stated otherwise)	
	(in € thousand)	
Total equity attributable to owners of the Company*.....	4,145,531	2,646,792
Revaluation of inventories <sup>(10a)</sup> .....	52,160	13,410
Fair value of financial instruments .....	5,315	6,150
Deferred tax liabilities <sup>(10b)</sup> .....	1,010,868	257,249
<b>EPRA NAV</b> .....	<b>5,213,874</b>	<b>2,923,601</b>

\* Audited.

- (10a) The difference between inventories carried in the balance sheet at cost (IAS 2) and the fair value of those inventories.
- (10b) Deferred tax in respect of the difference between the fair value and the tax book value of investment property, development property held for investment, intangible assets, or other non-current investments.

- (11) **EPRA NRV** is used to highlight the value of net assets on a long-term basis and is calculated based on EPRA NAV increased by real estate transfer tax. The following table shows the calculation of the EPRA NRV as of the dates presented:

	As of December 31,	
	2020	2021
	(unaudited)	
	(in € thousand)	
EPRA NAV .....	5,213,874	2,923,601
Real Estate transfer tax* .....	823,709	324,183
<b>EPRA NRV</b> .....	<b>6,037,159</b>	<b>3,247,784</b>

\* Real estate transfer tax is calculated based on the gross value as provided in the valuation certificate (i.e. the value prior to any deduction of purchasers' costs).

- (12) **Vacancy rate at period end (in % of sqm)** is the sqm of vacant lettable units as of the respective period end, divided by the total sqm of units owned on the respective period end date.

## Recent Developments

On January 14, 2021, the Company issued bonds in two tranches in the aggregate principal amount of €1.5 billion (the “**2021 Bonds**”). The first tranche of the 2021 Bonds amounts to €700 million and bears interest at a rate of 1.875% p.a. and will mature on January 14, 2026 (subject to early redemption). The second tranche of the 2021 Bonds amounts to €800 million and bears interest at a rate of 2.250% p.a. and will mature on January 14, 2029 (subject to early redemption). The 2021 Bonds were issued in a denomination of €100,000. The proceeds of the 2021 Bonds were used, *inter alia*, for a cash offer to buy back a €500 million bond which was issued in 2017.

## No Material Adverse Change

There has been no material change in the prospects and the financial position of the Company since December 31, 2020, the date of the last financial information included in this Offering Memorandum.

## Description of the Governing Bodies of the Company

### Overview

The governing bodies of the Company are the Board of Directors and the General Meeting. The powers of these governing bodies are defined in the Luxembourg Companies Law and the Articles of Association. The Board of Directors together with the Senior Management manages the Company in accordance with applicable laws (see “*Corporate Governance*”).

### Board of Directors

The management of the Company is vested in the Board of Directors. The Articles of Association provide that the Board of Directors shall comprise at least three members. If at any time, the Company has only one shareholder, it may be managed by a sole director.

The business address of all Directors is that of the Company’s registered office: 1B, Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg.

### Composition of the Board of Directors

As of the date of this Offering Memorandum, the Board of Directors is composed of eight members:

Name	Position	Start of Appointment	End of Appointment
Dr. Peter Maser .....	Independent Director, Chairman	September 29, 2020	For a term until the Annual General Meeting held in 2023
Thierry Beaudemoulin .....	Director	September 29, 2020	For a term until the Annual General Meeting held in 2023
Maximilian Rienecker .....	Director	September 29, 2020	For a term until the Annual General Meeting held in 2023
Dr. Michael Bütter .....	Independent Director	September 29, 2020	For a term until the Annual General Meeting held in 2023
Arzu Akkemik .....	Independent Director	September 29, 2020	For a term until the Annual General Meeting held in 2023
Claus Jørgensen .....	Independent Director	September 29, 2020	For a term until the Annual General Meeting held in 2023

<b>Name</b>	<b>Position</b>	<b>Start of Appointment</b>	<b>End of Appointment</b>
Thilo Schmid.....	Independent Director	September 29, 2020	For a term until the Annual General Meeting held in 2023
Thomas Zinnöcker.....	Independent Director	September 29, 2020	For a term until the Annual General Meeting held in 2023

Dr. Peter Maser is admitted to practice law in Germany and obtained his doctorate in law at the University of Tübingen, Germany and the University of Geneva, Switzerland. From 1989 to 1995 he held various positions at audit firms and trust agencies and at Mediagroup Ebner. As of 1992, Dr. Maser practices as an attorney-at-law and was a partner at a law firm in Freiburg im Breisgau, Germany. Since 2003, he is a partner at Deloitte Legal Rechtsanwalts-gesellschaft mbH.

Thierry Beaudemoulin graduated from the Institut d'Etudes Politiques de Paris, France in 1993 and obtained a master's degree in real estate and urban planning from the same institution in 1995. From 1996 to 1998, Mr. Beaudemoulin was special advisor to the chief executive officer of Batigere. Between 1998 and 2000, he was head of property management at Foncia and held positions as asset manager and managing director France at ING REIM (Europe) between 2000 and 2004. From 2004 to 2006, Mr. Beaudemoulin was managing director for the Paris region at Batigere. Between 2006 and October 2019 he was chief executive officer at Covivio Germany and member of the executive board at Covivio. From December 2019 to April 2020, Mr. Beaudemoulin was appointed chief executive officer of ADLER Group S.A., and is currently co-chief executive officer of the Company. As of November 2020, he is the chief executive officer of BCP N.V., and since January 2021 a member of the supervisory board of Consus Real Estate AG. Additionally, he is the chief operating officer and member of the management board of ADLER Real Estate since April 2021.

Maximilian Rienecker holds a Master of Science in Management (with distinction) from the University of Nottingham. Between 2008 and 2013, he worked for ING Investment Management in Hong Kong and SMB Offshore in Monaco. Thereafter, between 2013 and 2017, he worked as a financial analyst for a multi-family office based in the United Kingdom. In February 2017, Mr. Rienecker joined ADLER Real Estate as the head of corporate finance and strategy, where he was appointed co-chief executive officer in December 2017. In the same year, he became chief executive officer and member of the executive board of WESTGRUND Aktiengesellschaft in Germany. Since April 2020, he is co-chief executive officer of ADLER Group S.A., and since January 2021 a member of the supervisory board of Consus Real Estate AG.

Arzu Akkemik holds a Master of Science degree in international finance and accounting from the London School of Economics in London, United Kingdom. Ms. Akkemik started her career as an analyst at Barings Securities in London in 1993. From 1994 to 2013, Ms. Akkemik worked in the practice areas of corporate finance, global equity and fund management in London. In 2013, she founded Cornucopia Advisors Limited and Cornucopia Asset Management Limited. Throughout her career, she has also been advising governments and sovereign wealth funds.

Dr. Michael Bütter is qualified to practice law in Germany, holds a doctorate in law and graduated with a Master of Studies from the University of Oxford, England. Between 2001 and 2008, he worked at various law firms. From 2005 to 2008, Dr. Bütter was a partner at Hogan Lovells LLP. Between 2008 and 2013, he was, among others, the general counsel and chief compliance officer at Deutsche Annington SE (now Vonovia SE). From 2015 to 2018, he was a member of the executive board of Scout24 AG and chief executive officer of Immobilien Scout GmbH. Between 2016 and 2018, Dr. Bütter was a member of the advisory board and chief executive officer of Corestate Capital Holding S.A. Currently he serves as chief executive officer and chairman of the management board of Union Investment Real Estate and as deputy chairman of the supervisory board of Union Investment Real Estate Austria AG.

Claus Jørgensen holds an MBA in finance and marketing, gained extensive capital markets experience through his years of employment with major international banks in the areas of credit trading as well as capital market transactions and acquisitions. Currently, a member of the supervisory board of ADLER Real Estate AG, he was previously head of High Yield and Strategy at Fairwater Capital LLP, London, developing real estate investment strategies. Mr. Jørgensen is a member of the board of directors at Brack Capital Properties N.V., Amsterdam, the Netherlands.

Thilo Schmid held several positions in the software industry including at KHK-Software, in Frankfurt and Basel and was CTO at Aparis Software GmbH. After working as a real estate project controller at the Tivona Group, Basel, he joined Wecken & Cie., a Swiss family office, as investment manager in 2008, where he is responsible for venture capital and real estate investments.

Thomas Zinnöcker studied business administration and earned the degree of Diplom-Kaufmann at the University of Cologne in 1985. He held various managing positions at Krantz TKT GmbH, Deutsche Telekom

Immobilien und Service GmbH, GSW Immobilien AG, Gagfah S.A., Vonovia SE and ista International GmbH. From 2014 to 2020 he was chairman of the board of the Institute for Corporate Governance in the German Real Estate Industry and since 2013, Mr. Zinnöcker is a member of the board of trustees of Familienstiftung Becker & Kries and chairman of the board as of 2019.

#### *Current Directorships Held by Members of the Board of Directors*

Except as set forth below, no member of the Board of Directors currently holds any directorship at any company (other than companies in the ADLER Group and companies that are subsidiaries of companies of which the respective member of the Board of Directors is or was a member of its board of directors or other governing body) or partnerships:

<b>Name</b>	<b>Entity</b>	<b>Position</b>	<b>Until</b>
<b>Dr. Peter Maser</b> .....	Volksbank Stuttgart eG	Vice chairman of the supervisory board	Ongoing
	BF.direkt AG	Chairman of the supervisory board	Ongoing
	EURAM Bank AG	Chairman of the supervisory board	Ongoing
<b>Dr. Michael Bütter</b> .....	Union Investment Real Estate GmbH	Managing director	Ongoing
	Union Investment Real Estate Austria AG	Deputy chairman of the supervisory board	Ongoing
	RICS Germany	Member of the management board	Ongoing
	Bots4YouGmbH	Member of the advisory board and stakeholder	Ongoing
<b>Thilo Schmid</b> .....	DTH S.à r.l.	Non-executive member of the board of directors	Ongoing
	Yeditepe Marina Yatirim Turizm Insaat A.S.	Member of the board of directors	Ongoing
	Cynora GmbH	Member of the advisory board	Ongoing
<b>Thomas Zinnöcker</b> .....	ista International GmbH	Managing director	Ongoing <sup>(*)</sup>
	Familienstiftung Becker & Kries	Chairman of the board of trustees	Ongoing

(\*) Pursuant to the announcement by ista International GmbH dated February 24, 2021 Thomas Zinnöcker will step down with effect from June, 1, 2021.

Other than the above-mentioned directorships, no member of the Board of Directors performs any other activities outside of the Company which are significant with respect to the Company.

#### *Compensation of Members of the Board of Directors*

Compensation of the members of the Board of Directors is determined by the General Meeting. At the Annual General Meeting held in 2020, the General Meeting approved a fixed annual remuneration of €75,000 for each member of the Board of Directors (excluding the Chairman and any deputy chairman); a fixed annual remuneration of €150,000 for the Chairman; a fixed annual remuneration of €100,000 for any deputy chairman. Furthermore the Annual General Meeting approved an additional fixed annual remuneration of €25,000 for any chairman of any committee and an additional €1,500 per attendance of a director at a meeting of the Board of Directors or any committee of the Board of Directors. In the fiscal year ended December 31, 2019, no remuneration was paid to the current Chairman of the Board of Directors.

All members of the Board of Directors are reimbursed for their reasonable out-of-pocket expenses incurred in connection with attending meetings of the Board of Directors and meetings of committees. The respective fixed annual remuneration for members of the Board of Directors shall be paid *pro rata* for the days served as a member of the Board of Directors during each respective year. In addition, the Company has included the members of the Board of Directors in a D&O group insurance.

With the exception of the service agreements entered into with Mr. Thierry Beaudemoulin and Mr. Maximilian Rienecker in respect of their respective roles as co-chief executive officers of the Company and as daily managers, respectively, (see “—*Senior Management of the ADLER Group—Compensation and Shareholdings of the Senior Management of the Company and its Subsidiaries*”), no service contracts that provide for benefits after the termination of the service/employment relationship exist between members of the Board of Directors and the Company or a subsidiary within the ADLER Group.



## *Committees*

The Board of Directors may establish committees and decide on up their composition, duties and powers. Such committees shall exercise their activities under the responsibility of the Board of Directors.

As of the date of this Offering Memorandum, the Company has established four committees: the Audit Committee, the Nomination and Compensation Committee, the Investment and Financing Committee and the Ad Hoc Committee. The rules of procedure for the committees are governed by the Company's rules of procedure for the Audit Committee, the Nomination and Compensation Committee, the Investment and Financing Committee and the Ad-Hoc Committee as adopted by the Board of Directors on February 9, 2021 (the "**Committees Rules of Procedure**").

### *Audit Committee*

The purpose of the Audit Committee is (i) to assist the Board of Directors in fulfilling its oversight responsibilities relating to the integrity of the financial statements and the adequacy of internal control systems over financial reporting, (ii) to monitor the effectiveness of the Company's internal quality control and risk management systems and (iii) to make recommendations for the appointment, compensation, retention and oversight of, and consider the independence of, the external auditors. It is further responsible for evaluating whether any transaction between the Company and a related party is a material transaction which would require approval of the Board of Directors and publication (except transactions entered into between the Company and its subsidiaries provided (i) that they are wholly owned or (ii) if not wholly-owned, that no other related party of the Company has any interest in that subsidiary). The Audit Committee also performs other duties imposed by applicable laws and regulations of the regulated market or markets on which the Company's shares are listed, as well as any other duties entrusted to the committee. The Audit Committee reports periodically to the Board of Directors on its activities. For the avoidance of doubt, the Audit Committee has an internal function only. No decision making powers or powers of representation were delegated to the Audit Committee. The chairman of the Audit Committee must be independent from the Company. The members of the Audit Committee are Dr. Michael Bütter (chairman), Dr. Peter Maser and Thilo Schmid. The Committees Rules of Procedure do not provide for a fixed membership term.

### *Nomination and Compensation Committee*

The purpose of the Nomination and Compensation Committee is to review the compensation policy, make proposals as to the remuneration of the Senior Management, and advise on any benefit or incentive schemes. It further assists the Board of Directors with respect to matters relating to the nomination of candidates for the Board of Directors and the committees. The Nomination and Compensation Committee decides on the qualifications of potential candidates and recommends candidates to the Board of Directors for election as directors by the General Meeting, as required. The Nomination and Compensation Committee shall furthermore assist with the preparation of any remuneration report of the Company, to the extent such a report is legally required. For the avoidance of doubt, the Nomination and Compensation Committee has an internal function only. No decision making powers or powers of representation have been delegated to the Nomination and Compensation Committee. The members of the Nomination and Compensation Committee are Dr. Peter Maser (chairman), Thomas Zinnöcker and Arzu Akkemik. The Committees Rules of Procedure do not provide for a fixed membership term.

### *Investment and Financing Committee*

The purpose of the Investment and Financing Committee shall be to consider potential investments by the Company, including analyzing and reviewing the details of investments and the purchase or sale of land, or rights equivalent to title rights in real estate and the general guidelines and policies for implementing the financial strategy, including the management of foreign exchange, interest rate, liquidity and other financial risks and the management of credit risk. The Investment and Financing Committee shall also consider any encumbrance over any assets and shall assist with the arranging and the raising of external financing by any member of the group and with the granting of securities, guarantees and indemnities. The Board has delegated certain limited powers to the Investment and Financing Committee.

The members of the Investment and Financing Committee are Thomas Zinnöcker, Dr. Peter Maser and Claus Jorgenson. The Committees Rules of Procedure do not provide for a fixed membership term.

### *Ad Hoc Committee*

The purpose of the Ad Hoc Committee is to resolve on the disclosure of information by the Company to meet its obligations under MAR. The Ad Hoc Committee shall, sometimes at short notice, review, identify and resolve if information is to be considered inside information and if it should be subject to disclosure or whether

the prerequisites for a delay in the disclosure of such inside information are applicable. It is a key requirement of the Ad Hoc Committee that its members be available at short notice. Decision making powers and power of representation in respect of the disclosure of information by the Company to meet its obligations under MAR have been delegated by the Board of Directors to the Ad Hoc Committee. The members of the Ad Hoc Committee are Thierry Beaudemoulin (chairman), Maximilian Rienecker and Florian Sitta. The Committees Rules of Procedure do not provide for a fixed membership term.

### ***Senior Management of the ADLER Group***

The Company's objective is the long-term creation of value by investment in and development of real estate properties as well as real estate management for its own purposes. The Company's real estate is held by operational subsidiaries which are led by the Senior Management, which, as of the date of this Offering Memorandum, is composed of Thierry Beaudemoulin and Maximilian Rienecker as co-chief executive officer, respectively and Sven-Christian Frank as chief legal officer. The Senior Management of the ADLER Group is integral to the management of the Company's subsidiaries and is responsible for the day-to-day management of the business of such subsidiaries. Thierry Beaudemoulin and Maximilian Rienecker are each a member of the Senior Management and a member of the Board of Directors. Sven-Christian Frank is not a member of the Board of Directors.

### ***Directorships Held by Members of the Senior Management of the ADLER Group***

No member of the Senior Management holds any directorship of any company (other than companies within the ADLER Group and companies that are subsidiaries of companies of which the member of the Senior Management is or was a member of the Senior Management) or partnerships. Furthermore, no member of the Senior Management performs any other activities outside of the ADLER Group that are significant with respect to the Company.

### ***Compensation and Shareholdings of the Senior Management of the Company and its Subsidiaries***

Pursuant to a service agreement between the Company and Thierry Beaudemoulin, entered into with effect as from December 10, 2019, and as amended and restated from time to time (the "**TB Service Agreement**"), Thierry Beaudemoulin shall receive a fixed gross annual remuneration in the amount of €600,000, payable in 12 equal installments at the end of each calendar month.

Pursuant to (i) a service agreement between the Company and Maximilian Rienecker as amended from time to time and (ii) a managing director's service agreement between ADLER Properties GmbH and Maximilian Rienecker as amended from time to time, (collectively, the "**MR Service Agreements**"), Maximilian Rienecker shall receive a fixed gross annual remuneration in the amount of €600,000, payable in 12 equal installments at the end of each calendar month.

Pursuant to (i) a service agreement between the Company and Sven-Christian Frank, (ii) a managing director's service agreement between ADLER Properties GmbH and Sven-Christian Frank as amended from time to time and (iii) a service agreement between ADLER Real Estate and Sven-Christian Frank as amended from time to time (collectively, the "**SCF Service Agreements**") and together with the TB Service Agreement and the MR Service Agreements, the "**Service Agreements**"), Sven-Christian Frank shall receive a fixed gross annual remuneration in the amount of €420,000, payable in 12 equal installments at the end of each calendar month.

Compensation of the members of the Senior Management further includes a performance-related annual variable cash payment in the form of a short-term incentive ("**STI**") (see "*—Short-Term Incentive Program (STI)*") and a performance-related variable cash or share payment in the form of a long-term incentive ("**LTI**") (see "*—Long-Term Incentive Program (LTI)*").

In addition to the fixed and the variable remuneration, under the Service Agreements, the Board of Directors may, in its reasonable discretion, grant each member of the Senior Management, individually, an additional bonus for outstanding performances without a prior agreement. A legal claim to such a discretionary bonus does however not exist. Furthermore, each member of the Senior Management is entitled to benefits such as the continued payment of the fixed remuneration for a certain period of time in the event of an incapacity to perform services due to illness, payment of contributions to a health insurance (capped at an amount of €1,500 per month), usage of a company car for business and private use (or, if no company car is provided, a monthly payment of €2,000 in lieu thereof), an annual payment of up to €3,000 for purposes of health care as well as reimbursements of out-of-pocket expenses, including travel expenses, reasonably incurred in the course of the services as a member of the Senior Management in accordance with the applicable policies of the Company.

During the term of the Service Agreements, each member of the Senior Management is prohibited from working for a company that is a direct or indirect competitor of the Company and prohibited from establishing, acquiring or directly or indirectly investing in such a competitor. However, it is permissible to invest in a competitor to the extent that the interest in such company does not enable the member of the Senior Management to exert any influence on its business activities and does, in any case, not exceed 5% of the share capital of such company. Each member of the Senior Management is obligated to notify the Company of any such investments. Furthermore, each member of the Senior Management has agreed to a post-contractual prohibition of competition for a term of three months. During such period, the member of the Senior Management will receive a compensation for each month in the amount of 50% of their most recent total monthly remuneration, whereas the compensation may be reduced under certain circumstances. Additionally, the Company may, prior to termination, waive its rights under the post-contractual non-competition clause, in which case the Company does not have an obligation to pay the compensation. The terms of the service agreements between the members of the Senior Management and the Company began with effect as of the date on which the appointment as members of the Senior Management became effective and run with a fixed term until December 9, 2023. In the event of a re-appointment as members of the Senior Management, the terms of the service agreements of the members of the Senior Management extend accordingly.

The Service Agreements shall terminate in the event that a member of the Senior Management is removed or resigns from the position as daily manager, noting that Mr Sven-Christian Frank is not appointed as a daily manager. The Service Agreements may be terminated by the Company at any time and without prior notice in the event of a material breach of duty of the member of the Senior Management. Furthermore, the Service Agreements may be terminated by written notice, subject to a notice period of 90 days. During such notice period, the Company is entitled to release the member of the Senior Management from his duties.

In the event of a termination of the Service Agreements by the Company for reasons other than those for which the member of the Senior Management is responsible, the member of the Senior Management is entitled to a severance payment which may not exceed the lower of (i) two annual remunerations (including entitlements under its STI and LTI) and (ii) the remuneration that would be due for the remaining term under the Service Agreements.

In the event that a permanent invalidity is preventing the member of the Senior Management from performing his duties, the Service Agreements automatically expire at the end of the calendar quarter in which such a determination was made.

In the event that a change of control occurs or, where applicable, in the event that the member of the Senior Management is removed from his position on the Board of Directors by the general meeting of the Company, the member of the Senior Management may terminate the Service Agreements with a notice period of three months at the end of a calendar month, *provided that* the termination is submitted to the Company within a period of six months from the day on which the member of the Senior Management becomes aware of the change of control or, the loss of the position on the Board of Directors, as applicable. A change of control occurs if one or more third parties acting jointly, and in each case not affiliated with the Company, acquire more than 30% of the stock in the Company and the position as a member of the Senior Management is more than insignificantly affected as a result thereof (for the avoidance of doubt, ADLER Real Estate is not deemed to be a third party in this respect). The position of the member of the Senior Management is in particular deemed to be more than insignificantly affected in case of a material (i) change in the strategy of the Company or (ii) change in the position of the member of the Senior Management, or (iii) relocation of the place of work (e.g. abroad or more than 500 km from the current place of work). Upon such a termination of the Service Agreements as a result of a change of control, the member of the Senior Management is, subject to certain conditions, entitled to a severance payment which may not exceed the lower of (i) two annual remunerations (including entitlements under STI and LTI) and (ii) the remuneration that would be due for the remaining term under the Service Agreements.

As set forth in the Service Agreements, the Company has included the members of the Senior Management in a D&O group insurance (see “*Business—Corporate Information—Insurance Coverage*”).

#### *Short-Term Incentive Program (STI)*

The Service Agreements include an STI, which is subject to achieving certain STI-targets and the respective weighting of each STI-target. The STI-targets shall be composed of targets relating to the development of (i) net rental income, (ii) FFO 1 per share (except with respect to the financial years 2019 and 2020, FFO 1 shall not be considered on a per share basis), (iii) the residential vacancy rate (each of (i) through (iii) with a weighting of 30%), and (iv) a discretionary bonus of up to 10% of the maximum STI based on a decision of the Board of Directors. It is noted that for Sven-Christian Frank, further to the quantitative targets set out above, with respect to the STI, one or more qualitative target bases linked to specific matters including but not limited to,

developments in the area of human resources, may be set and shall be weighted 30% of the overall STI. The STI-targets in relation to each financial year shall be agreed at the time of (or shortly after) the approval of the budget for such financial year. Payments under the STI range from a minimum target achievement of 50% for each STI-Target up to a maximum target achievement of 100% for each STI-target, calculated on a linear basis. The Board of Directors has the discretion to adjust the weighting of each STI target. The STI is capped at €350,000 per calendar year for Maximilian Rienecker and Thierry Beaudemoulin and at €150,000 per calendar year for Sven-Christian Frank.

Subject to certain conditions, in the event of an extraordinary event resulting in a significant change in the bonus parameters, the Board of Directors, under the Service Agreements, may adjust each STI-target to an appropriate extent which, ultimately, may result in an increase in the variable remuneration thereunder.

#### *Long-Term Incentive Program (LTI)*

The Service Agreements also include an LTI, which is subject to achieving two LTI-targets, each weighted 50%, and based on the development of the NAV per share (except with respect to the financial years 2019 and 2020, the development of the NAV shall not be considered on a per share basis). It is noted that for Sven-Christian Frank, further to the quantitative targets set out above, with respect to the LTI, one or more targets linked to developments in the area of human resources may be set and shall be weighted 30% of the overall STI. The LTI shall be settled in shares (provided that the Company can issue such shares) or in cash (if the Company cannot issue such shares) and shall range from a minimum target achievement of 50% up to a maximum target achievement of 100%. The LTI is capped at €350,000 per calendar year for Maximilian Rienecker and Thierry Beaudemoulin and at €155,000 per calendar year for Sven-Christian Frank.

Subject to certain conditions, in the event of extraordinary events that result in a significant change of the LTI parameters, the Board of Directors, under the Service Agreements, may adjust each LTI-target to reflect such events.

#### *Conflicts of Interest*

Six members of the Board of Directors are independent.

Thilo Schmid is employed as an investment manager for Wecken & Cie., a Swiss family office that holds shares in the Company. If the interests of Wecken & Cie. should diverge from those of the Company, conflicts of interest may arise for Mr. Schmid.

Otherwise, as far as the Company is aware, none of the members of the Board of Directors have any conflicts of interest between their duties to the Company and their private interests or other duties.

#### *Corporate Governance*

The Company's corporate governance practices are governed by Luxembourg law, particularly the Luxembourg Companies Law and the Articles of Association. As a Luxembourg company listed solely on the Frankfurt Stock Exchange (*Frankfurter Wertpapierbörse*), the Company is not subject to any specific mandatory corporate governance rules. In particular, the Company is currently not required to adhere to the "The X Principles of Corporate Governance of the Luxembourg Stock Exchange" or to declare whether they comply with the recommendations of German Corporate Governance Code (*Deutscher Corporate Governance Kodex*), the latter of which are only applicable to listed companies incorporated in Germany.

#### *Regulatory Environment*

Our real estate portfolio is subject to a variety of laws and regulations in Germany. If we fail to comply with these laws and regulations, we may be subject to civil liability, administrative orders, fines or even criminal sanctions. This section summarizes certain aspects of German real estate law and practices in force as of the date of this Offering Memorandum Prospectus. It does not purport to be a complete analysis and, in particular, does not take into account contractual requirements and restrictions in connection with our acquisition of certain real estate portfolios (in this regard, see "*—Business—Material Agreements*"). It can, therefore, not be treated as a substitute for comprehensive professional, legal and tax advice.

#### *Restrictions due to German Tenancy Law*

German tenancy law distinguishes between residential and commercial space. The majority of our property portfolio is governed by residential tenancy law, which predominantly favors tenants by providing extensive social safeguards.

### *Written Form Requirement*

German tenancy law is incorporated into the German Civil Code (*Bürgerliches Gesetzbuch*) (the “**BGB**”) and generally requires that rental agreements with terms exceeding one year must be concluded in written form (*Schriftform*). However, in the event the rental agreement does not comply with the written form requirements, it is not invalid but rather deemed to have been concluded for an indefinite period, which means that the lease agreement could be terminated by the tenant or the landlord regardless of the fixed term agreed, considering the statutory notice period. As our residential rental agreements are generally concluded for an indefinite period of time, this form requirement is of minor relevance for our business.

### *Statutory Limits on Rent Increases*

Generally, landlords and tenants can freely enter into agreements and establish or increase the rent. However, the underlying freedom of contract is limited as follows.

Section 5 of the German Economic Offenses Act (*Wirtschaftsstrafgesetz*) prohibits the willful or reckless letting of space for dwellings at rents or with ancillary costs that are unconscionably high. Such is the case if the rent or ancillary costs substantially exceed the comparative rent levels (*ortsübliche Vergleichsmiete*) within the past six years due to an abuse of the limited availability of comparable space (generally, a rent exceeding the comparative rent level by 20% is deemed to infringe this provision). In the prior legislative period, a draft bill was introduced into the German parliament that rents exceeding 20% of the prevailing comparative rent level in a municipality or a district of a municipality shall constitute an administrative offense (*Ordnungswidrigkeit*) without it being required that unreasonably high rent is “due to an abuse of the limited availability of comparable room”. The draft bill period has elapsed. The federal council (*Bundesrat*) presented a new draft bill including the before-mentioned changes on November 29, 2019, which was introduced into the German parliament on January 8, 2020. In addition, according to the new draft bill, it is intended to increase the fine (*Bußgeld*) for violations of the regulations from €50,000 to €100,000.

Furthermore, the German Federal Court of Justice (*Bundesgerichtshof*) has held that rents exceeding the comparative rent levels (*ortsübliche Vergleichsmiete*) by about 50% may constitute usury (*Wucher*) under Section 291 German Criminal Code (*Strafgesetzbuch*).

With lease agreements that are not regulated by fixed rent provisions (*Mietpreisbindung*) and for which restrictions on rent increases have not been contractually agreed the landlord may assert a right of contractual increase of the rent, subject to statutory and contractual requirements, up to locally prevailing comparative rent levels (*ortsübliche Vergleichsmiete*) if the rent has remained unchanged for the 15 months preceding the intended increase. As a rule, however, the rent cannot increase by more than 20% in three years (capping limit) according to the current legal framework. However, the governments of the German Federal States are empowered to adopt regulations to lower the capping limit to 15%. Such provisions have been introduced in 13 federal states (including the state of Berlin). The determination of the comparative rent levels (*ortsübliche Vergleichsmiete*) is to some extent linked to respective local rent indexes (*Mietspiegel*).

In connection with freely financed residential units and lease agreements that are not subject to contractual rent restrictions, the landlord may also increase the annual rent by not more than 8% of the costs incurred in modernizing of the respective rental space, subject to statutory and contractual requirements. However, our ability to increase rents following a modernization may also be restricted in cases the works carried out would be considered maintenance in line with the standards established for government subsidized apartment buildings (*geförderte Wohnungsbaumaßnahmen*) or in case of luxury refurbishments.

Following the rent increases, tenants may have an extraordinary termination right.

### *Owner’s Repair and Maintenance Obligations and Modernizations Measures*

Under German law the landlord must, unless the parties agree otherwise, maintain and repair the property and is, in general, restricted in transferring this maintenance and repair obligation to the tenant in the standard lease agreements used.

Subject to compliance with statutory limitations, the landlord may transfer the obligations to carry out decorative repairs (*Schönheitsreparaturen*) and the costs of minor repairs (*Kleinreparaturen*) for a residential unit’s interior to the tenant, however, the latter of which only under the condition that the costs are limited for each single case as well as with regard to the total sum of the minor repairs per year. If the landlord assigns such obligations within standardized contracts, the terms must comply with the strict requirements for standardized business terms.

In general, tenants have to tolerate maintenance measures (*Erhaltungsmaßnahmen*) and modernization measures (*Modernisierungsmaßnahmen*), in particular energetic modernization measures that were announced by the landlord in writing three months prior to the beginning of the planned measures, unless such measures would constitute an unreasonable hardship for the tenant, family members or members of the household of the tenant. Following the announcement of modernization measures, tenants are entitled to a special termination right (*Sonderkündigungsrecht*).

#### *Statutory Protection of the Tenant Against Termination and Eviction*

Generally, unless there is good cause (*wichtiger Grund*) justifying an extraordinary termination, the landlord may only terminate a letting contract for residential space with notice (*ordentlich*) and only if he has a legitimate interest (*berechtigtes Interesse*) in ending the tenancy. By law, a legitimate interest in ending the tenancy may only arise if (i) the tenant commits a culpable and substantial contractual breach; (ii) the owner has a claim of personal use in the property (*Eigenbedarf*) for himself, his family members, or members of his household; or (iii) the owner would otherwise be prevented from reasonable economic utilization and would therefore suffer considerable detriment.

The ground of “reasonable economic utilization” shall ensure the free disposability of the property and would, therefore, exist if the owner were to suffer considerable detriment from continuing the tenancy. However, the possibility of either realizing a higher rent by offering the residential space to another tenant or a landlord’s intention of selling the residential space in connection with the conversion of housing into individually owned residential units, for example, would not qualify.

In fact, in case of conversion to condominiums, the BGB prohibits personal use and reasonable economic utilization as grounds for termination by the purchaser for three years after transfer of title if the residential space was already rented to a tenant before the conversion to individual ownership. In regions where housing supplies are deemed to be insufficient, the governments of the German Federal States may extend this period against termination to up to ten years by statutory order. Such statutory order has been passed for the Federal State of Berlin, in effect until September 30, 2023. Other federal states (North-Rhine Westphalia, Hesse, Hamburg, Bavaria, Baden-Württemberg, Lower Saxony) have also made use of this option.

A residential tenant may object to a termination by the landlord (not in case of a termination for good cause) and demand continuation of the lease, if the termination would mean a hardship to the tenant, his family members or members of his household that is not justifiable even considering the landlord’s legitimate interest (*Sozialklausel*). Pursuant to case law, such objection may be justified, for example, in case the tenant is old, pregnant, has a serious illness, or where there is no comparable accommodation available.

Even if the landlord successfully terminates the letting contract on the basis of a legitimate interest, the tenant is protected under German tenancy law against immediate eviction. In consequence, a court may allow for an appropriate deadline (with a maximum delay of one year) for the tenant to vacate the apartment after the effective termination of the letting contract by the landlord. However, as alternative to the classic eviction procedure, the “*Berliner Räumung*”, offering the landlord the cost-effective opportunity to limit the eviction procedure to the procurement of possession, was implemented. Furthermore, eviction procedures shall no longer be tediously delayed because of a right of possession of a third person that is not covered by the executory title (*Vollstreckungstitel*). A further title against such third person is now obtainable by way of an injunction (*einstweiliger Rechtsschutz*).

On March 25, 2020, the German parliament passed a law to mitigate the impact of the Coronavirus pandemic in civil and insolvency laws as well as in criminal law proceedings (*Gesetz zur Abmilderung der Folgen der COVID-19-Pandemie im Zivil-, Insolvenz- und Strafverfahrensrecht*) (the “**COVID-Act**”). Pursuant to the COVID-Act, landlords may not terminate residential and commercial lease agreements if the tenant failed to pay rent during the period of April 1, 2020 through June 30, 2020, provided that such non-payment was caused by impacts related to the Coronavirus. Therefore, the tenant must prove that non-payment was caused by impacts related to the Coronavirus to avoid termination. Payments that became due during the period of April 1, 2020 through June 30, 2020 will have to ultimately be settled by June 30, 2022.

#### *Statutory Restrictions on the Sale of Residential Space*

If rented residential space that has been converted into condominiums, or is intended for such conversion, is to be sold to third parties, the BGB provides for a statutory pre-emptive right (*Vorkaufsrecht*) in favor of the tenant. However, no pre-emptive rights exist if the unit was already individually owned at the beginning of the term of the letting contract.

### *Statutory Restrictions on the Change of Use of Residential Properties*

Certain federal states of Germany (including, *inter alia*, Bavaria, Baden-Württemberg, Berlin, Hamburg, Lower Saxony and North-Rhine-Westphalia) passed laws with regard to the restriction on usage of residential properties. These laws differ with regard to the specific regulations but, *inter alia*, prohibit (or allow municipalities to prohibit) the vacancy of residential space for a certain period of months (which varies from state to state) or the federal states restrict repeated renting as a vacation home (*Zweckentfremdungsverbot*).

### *Statutory Restrictions on the Conversion of Buildings into Condominiums*

On March 3, 2015, the Berlin government passed a regulation (*Umwandlungsverordnung*), which was renewed on March 13, 2020 for five years, according to which a conversion of a building into condominiums is prohibited in milieu protection areas (*Milieuschutzgebiete*) of the city unless the relevant district has granted permission by means of an exception to this regulation. The owner of a rented apartment requires an exception permission by the relevant district to convert the apartment into a condominium. Although this does not affect the sale of an entire property, the regulation may hinder the conversion and sale of single apartments. As of the date of this Offering Memorandum, 65 areas of Berlin are defined as milieu protection areas (*Milieuschutzgebiete*). The Berlin government may, on an ongoing basis, decide to extend milieu protection (*Milieuschutz*). Similar regulations were issued by major cities in the federal states of Baden-Württemberg, Bavaria and Hesse as well as by the federal state of Hamburg.

The German Federal Government intends to restrict the conversion of buildings into condominiums in areas with a tight housing market. On November 4, 2020, a draft bill was published proposing that a permission from the relevant local authorities will be required for the conversion of a building into condominiums in areas with a tight housing market. The individual federal state governments shall have the authority to designate areas requiring such permission for a conversion. The proposed regulation would apply until the end of 2025. In order for this proposed law to come into force, the German Federal Parliament (*Bundestag*) has to pass the bill.

### *Energy efficiency*

On November 1, 2020, the German Building Energy Act (*Gebäudeenergiegesetz*) (the “GEG”) came into force and replaced the Energy Savings Regulation (*Energieeinsparverordnung*), the German Energy Act (*Energiegesetz*) and the German Renewable Energy Heat Act (*Erneuerbare-Energien-Wärmegesetz*). The GEG created a uniform, harmonized set of rules for the energy performance of new and existing buildings as well as for the use of renewable energies for the heating and cooling system of buildings. Its overall purpose is to reduce the energy consumption (*Verbrauch*) of buildings. New buildings must be constructed as low-energy buildings in compliance with specific energy efficiency requirements. Existing buildings (*Bestandsgebäude*) are also subject to energy efficiency requirements in the event of certain substantial renovations and subject to exchange and retrofitting requirements. The GEG provides that the German Federal Government (*Bundesregierung*) may subsidize the use of renewable energy for heating and cooling and the use of especially energy efficient new buildings and the improvement of the energy efficiency of existing buildings. As of 2021, European Union law requires that all private buildings must be built satisfying certain low-energy building standards.

In order to fulfil the national 2030 climate targets, the federal government announced on September 20, 2019 to introduce emission certificates to the building sector as of 2021. The Federal Government’s climate package has been passed by the German Federal Parliament (*Bundestag*) on December 19, 2019. The certificates will not be sold to the property owners but to the oil and gas companies; the prices for emission certificates will start at €25 per ton of carbon dioxide in the year 2021 and will gradually increase over the next few years. We cannot estimate the additional financial impact that will result from mandatory emission certificates trading.

### *Requirement for electromobility infrastructure*

The German Federal Parliament (*Bundestag*) recently passed the German Building Electromobility Infrastructure Act (*Gebäude-Elektromobilitätsinfrastruktur-Gesetz*) (the “GEIG”) to implement the EU Building Directive 2018/844 into national law, which aims to expand the charging infrastructure for electromobility in residential and non-residential buildings with a large amount of parking spaces. The GEIG entered into force on March 25, 2021. According to the GEIG, new residential buildings that have more than five parking spaces or existing residential buildings that undergo a significant renovation (i.e., a renovation that affects over 25% of the surface of the building shell) that have more than ten parking spaces, must ensure that such parking spaces are equipped with electric charging capabilities. In new non-residential buildings that have more than six parking spaces or existing non-residential buildings that undergo significant renovation with more than ten parking spaces, at the minimum every third parking space in case of new buildings and 20% in case of existing buildings of all parking spaces must be equipped with electric charging cable infrastructure and at least

one charging must be equipped. As from January 1, 2025, every non-residential building with more than twenty parking spaces must also be equipped with at least one loading point. By way of exception, the GEG is not applicable to existing buildings if the cost of the charging and pipe infrastructure exceeds 7% of the total cost of the significant renovation of the building. In case of violations of the GEG, the competent authority may impose fines on the owner of the property.

#### *Requirement for Legionella Testing and Potential Remediation Measures*

The Drinking Water Ordinance (*Trinkwasserverordnung*), as revised in June 2020, provides *inter alia* that owners of specified centralized heated water supply facilities for use in multi-family houses are required to analyze stored heated water regarding the concentration of legionella at least every three years. The analysis is carried out by accredited laboratories specified and listed by the respective federal state. Any abnormal test results have to be reported to the local health authority and in case of the unfavorable increase of certain parameters, the owner of the centralized heated water supply facility is obliged to determine the cause, file a report to the competent health authority, and conduct appropriate counter-measures, which may range from chemical filtering or thermal disinfection to a modernization of the entire water supply facility.

We believe that we will be able to allocate the costs for routine analysis of drinking water as provided for under the Drinking Water Ordinance to tenants as part of the operating costs.

#### **Current Developments in German Tenancy Law**

##### *Rent Cap (Mietpreiskontrolle) and allocation of modernization costs*

On June 1, 2015, the Act on Curbing Rent Increases in Tight Housing Markets and the Strengthening of the Order Principle with respect to the Business of Rental Agents—Tenancy Law Amendment Act (*Gesetz zur Dämpfung des Mietanstiegs auf angespannten Wohnungsmärkten und zur Stärkung des Bestellerprinzips bei der Wohnungsvermittlung—Mietrechtsnovellierungsgesetz*) (the “MietNovG”) entered into force. The MietNovG is a form of rent control and restricts rent increases for new leases to a maximum of 10% above the locally prevailing comparative rent levels in municipalities or parts of municipalities in which the supply of affordable housing is determined to be threatened (rent cap), unless the rent level agreed with the previous tenant was higher. Furthermore, the restriction on rent increases does not apply to new or fully modernized buildings.

The prevailing comparative rent levels are determined on the basis of contractual rents that were agreed upon for comparable residential space in the relevant municipality during the preceding six years. However, rent increases due to modernization measures are not taken into account for determining the prevailing comparative rent levels. Whether residential space is comparable is determined by taking into account its type, size, furnishings, quality, location, including the energy systems and characteristics. For this purpose, the landlord may, in particular, refer to the following: (i) an official rent index (*Mietspiegel*), (ii) a rent database, (iii) a report from an officially appointed and sworn expert or (iv) the rent payable for at least three comparable residential units. A rent index is a table that shows the prevailing reference rent in a relevant municipality. The table must be jointly produced or accepted by the municipality or by the landlord and tenant representatives. If the rent index is produced in accordance with recognized scientific principles, it is recognized as a so-called qualified rent index (*Qualifizierter Mietspiegel*). Qualified rent indices, as opposed to simple rent indices, create the (rebuttable) assumption that the listed rent levels reflect the reference rent customary in the relevant municipality. A rent index shall be adjusted to market trends every two years. A qualified rent index must be adjusted every two years; when this is done, a spot check or the trend of the price index for living standards of all private households in Germany, as computed by the Federal Statistical Office (*Statistisches Bundesamt*), may be used as a basis. A new list reflecting the qualified rent index must be generated every four years. A rent database is a collection of rents maintained on an ongoing basis that is used to determine the reference rent prevailing in a municipality. This option is only suitable for use if the collection of rents among other things (i) draws upon an adequate amount of rent data of existing and new lease agreements which are continuously updated, and which are representative for determining the prevailing rent level for individual properties in the respective locality, and (ii) is recognized by the municipality or by the landlord and tenant representatives. As a result, rent databases are not used in practice.

On January 1, 2019, the Tenancy Adjustment Act (*Mietrechtsanpassungsgesetz*) entered into force, lowering the maximum increase of the annual rent from 11% to 8% of the total cost of the modernization measures. The reduction of the modernization levy is applicable to modernization projects announced from January 1, 2019. Furthermore, a cap of €3.00 per square meter within six years now applies to the allocation of modernization costs. If the rent is less than €7.00 per square meter, the rent may only increase by €2.00 within six years as a result of modernization. Additionally, a targeted modernization in order to induce tenants to terminate the lease



(*Herausmodernisierung*), objectively unnecessary burdens on the tenant, now constitutes an administrative offence which can be punished with a fine up to €100,000.

Furthermore, the Tenancy Adjustment Act tightens the provisions on the enforcement of rent control (*Mietpreisbremse*) on the landlord's disadvantage. According to the new provisions, landlords are obliged in certain cases to provide a tenant with unsolicited information about the rent previously agreed for the housing before concluding the rental agreement. In addition, it is now easier for the tenants to complain about the rent control as a simple complaint, instead of a qualified complaint (*qualifizierte Rüge*), suffices.

On April 1, 2020, a further amendment of the rent control came into force. Based on this, tenants under leases which were concluded after April 1, 2020 are able to claim back rents paid in excess of the rent control with retroactive effect for a period of up to 2.5 years.

#### *Expropriation of Residential Real Estate*

In addition to the recent legislative changes with regard to tenancy law, a citizens' initiative was formed in Berlin, which tries to force a legislative project in the federal state parliament by means of a petition for a referendum, according to which "Deutsche Wohnen SE and others" are to be expropriated in respect of their Berlin portfolios in accordance with Article 14 para. 3 of the German constitutional law (*Grundgesetz*) (the "**Constitutional Act**").

The protection of ownership in Germany is guaranteed under the Constitutional Act. Conversely, the guarantee of property does not per se preclude the state from withdrawing this protected legal position by expropriation. Pursuant to Article 15 sentence 1 Constitutional Act, land, natural resources and means of production may be transferred to common ownership or other forms of public service for the purpose of socialization by a law regulating the nature and extent of compensation. However, there are high legal requirements for the expropriation of the real estate.

While the citizen's initiative in Berlin seems to be primarily directed against Deutsche Wohnen SE, the proposed draft legislation would capture all companies with profit motivation that own at least 3,000 apartments in Berlin. Thus, in addition to Deutsche Wohnen SE other real estate companies would also be affected by the proposed expropriation if the proposed bill is adopted. Although the Constitutional Act provides in principle for compensation in the event of expropriation, it would be possible that such compensation would be significantly lower than the market value of the property. The outcome of the current initiative ("Deutsche Wohnen und Co. enteignen") in Berlin to hold a referendum to expropriate residential real estate companies is uncertain. If a petition of a referendum has come about, a referendum must rather be brought about. Only if this referendum is successful, the state of Berlin would be obliged to implement the draft law. In this case, it could be assumed that the law on expropriation would be challenged in extensive and lengthy court proceedings. While legal experts have pointed out that there is considerable uncertainty whether the proposed legislative measure would be in line with constitutional law, it cannot be excluded that the objective pursued by the initiative will be achieved in some way in the future.

#### **Further Restrictions on the Use of Properties under Private and Public Law**

##### *Restrictions Arising out of Easements in the Land Register*

An easement (*Dienstbarkeit*) encumbers a particular property to the benefit of the respective owner of another property (*Grunddienstbarkeit*) or to the benefit of a third party, establishing a personal right unrelated to the ownership of a certain property (*beschränkte persönliche Dienstbarkeit*). It requires the owner of the charged property "*in rem*" to refrain from taking action or to accept actions taken by the respective owner of the benefitted property or the benefitted third party. Furthermore, easements may result in the obligation to bear certain costs. The content of the respective obligation can be enforced by the owner of the benefitted property or the benefitted third party. Since registered easements are "attached" to the property itself, they can be enforced against the current and any subsequent owner of the charged property as well as against legal successors. For some of the properties in the portfolio, easements are registered in the land register.

##### *Public Easements*

A public easement (*Baulast*) requires the owner of the charged property to take action, refrain from taking action or to accept actions by third parties. The content of the obligation can be enforced by means of an administrative order. Such public easements were established for a number of properties in the portfolio.

Various properties of the portfolio are also subject to unification public easements (*Vereinigungsbaulasten*). These public easements create a single "construction property" (*öffentlich-rechtliches Baugrundstück*) out of the

affected properties which continue to be independent properties under civil law. Many provisions of public building law apply to the construction property as if the plot boundaries did not exist.

Further restrictions regarding the properties in the ADLER Group's portfolio may arise from urban development agreements (*städtebauliche Verträge*) or public law agreements (*öffentlich-rechtliche Verträge*) concluded with public authorities, e.g. for the development of certain urban spaces by us.

## **Construction and Planning**

### *General*

Generally, projects and measures affecting buildings as well as their use require a building permit (*Baugenehmigung*). This does not only apply for the erection and substantial modifications of a building, but also for a substantial change of use (*Nutzungsänderung*), even if such change of use does not come along with construction works, as well as for a demolition and removal of buildings or parts thereof.

By granting the building permit (*Baugenehmigung*) the competent authority states that the proposed project is in compliance with applicable law, both with regard to federal planning law (*Bauplanungsrecht*), including provisions of applicable local development plans, and the building law (*Bauordnungsrecht*) regulated in the respective State Building Acts (*Landesbauordnungen*). While the planning law rules the purpose for which a property may be used, building law determines how buildings may be designed and constructed in order to safeguard safety and the prohibition of dangers.

If they are not challenged, building permits, generally, become final/not appealable (*bestandskräftig*) and then safeguard the permitted building in the future, independent of any changes of the relevant planning and zoning law.

### *Planning Law*

Under German planning law (*Bauplanungsrecht*), municipal planning authorities have discretion (*Planungsermessen*) in exercising their planning competence. They are, however, required by law to take into account private interests as well as to pursue a number of prescribed objectives. Formal planning by municipalities under the Federal Building Act (*Baugesetzbuch*) (the "**BauGB**") follows a two-tiered approach.

First, each municipality may issue a preparatory land-use plan (*Flächennutzungsplan*) that represents, with respect to the entire municipal territory, a basic classification of land uses according to urban development objectives and the needs of the respective municipality.

Second, zoning plans (*Bebauungspläne*) may determine the specific use of land in designated areas. A zoning plan must comply with the applicable preparatory land-use plan. A zoning plan establishes the legally binding rules with respect to matters such as type and extent of structural use of property. Where no zoning plan exists, the question whether a building project and/or its specific kind of use is permissible depends on whether the building project is located in the already built-up interior zone (*Innenbereich*) or in an undeveloped peripheral area (*Außenbereich*) and complies with the provisions applicable to these areas.

Municipalities may designate special urban planning zones (*Gebiete des besonderen Städtebaurechts*) in order to remediate specific planning deficiencies or facilitate specific urban developments. The BauGB provides for different types of special urban planning zones, such as redevelopment areas (*Sanierungsgebiete*), conservation areas (*Erhaltungsgebiete*) or development areas (*Entwicklungsgebiete*). Both existing properties located in areas that are designated as special urban planning zones following the erection of such properties as well as properties that will be built in such urban planning zones in the future may be subject to certain restrictions.

If properties are located within formally designated redevelopment areas, those properties are subject to restrictive regulations of the BauGB, such as municipal pre-emptive rights. In addition, written permission of the municipality is required for certain development projects and legal procedures. The granting of such permission may only be refused if such project would inhibit or seriously impede the implementation of the redevelopment or if it would conflict with the aims and purposes of the redevelopment. The owner of a property may be obliged to use the property in accordance with the aims and purposes of a redevelopment. If the owner does not comply with this requirement, the municipality might expropriate the owner under certain prerequisites. In order to implement the redevelopment, the municipality may undertake infrastructure measures. Furthermore, the owner of a property in a redevelopment area may be obliged to make payments to the respective municipality in order to compensate for the increase in the value of the property as a consequence of the redevelopment.

## *Building Law*

German building laws and regulations of the German Federal States (*Bauordnungsrecht der Bundesländer*) are extensive and govern, among other things, permissible types of buildings, building materials, statics, proper workmanship, stability, heating, fire prevention, means of warning and escape in case of emergency, access and facilities for the fire department, hazardous and offensive substances, noise protection, parking spaces, ventilation and handicap access and facilities. Those regulations may be amended from time to time, which could require investments.

### *Restrictions for Properties Affected by Monument Protection and/or Special Urban Planning Legislation*

Certain buildings or parts of buildings in the ownership/possession of the ADLER Group are classified as historic buildings on the basis of law or registration in a list of protected buildings. The competent authorities may determine whether the conservation of a building is in the collective public interest and, therefore, has to be considered protected. As a result, ownership is subject to various public law restrictions. Specific obligations with respect to, e.g., the maintenance, repair, appropriate management and protection of historic buildings arise under the historic buildings preservation laws of the individual German Federal States. In addition, changes to historic buildings or their removal are not permitted if significant conservation reasons exist for maintaining their condition unchanged. Compliance with preservation legislation is also required in the context of planning permission processes, such as for a change of use or for alterations, and may result in the refusal of the required permits. Furthermore, if a building is located in the near surrounding of a building that is subject to monument protection, such building might also be subject to restrictions to the extent it can influence the monumental character of the protected building.

With respect to real estate situated in an urban redevelopment area (*Sanierungsgebiet*), we are required to obtain the permission of the municipality in particular for demolition or alteration of buildings, entering into lease agreements with a fixed term of more than one year, the sale of the property, the granting of encumbrances and the creation, amendment or suspension of an easement. In addition, at the end of the redevelopment measure the relevant municipality will levy a compensation charge (*Ausgleichsbetrag*) that is aimed to balance the increased land value in consequence of the redevelopment. The owner of the real estate is responsible for the implementation of the necessary measures defined by the public authorities. Only if the owner is unable to realize the measures quickly and expediently, the authorities may take action instead.

A substantial part of the ADLER Group's real estate is situated in preservation areas (*Erhaltungsgebiete*), which requires it to obtain the permission (irrespective of the requirement of a building permit) of the relevant public authority for demolition, alteration of buildings or change of use. Also, ordinances may determine that permission is required for the establishment of individual ownership for personal use in respect of residential units. Milieu protection areas (*Milieuschutzgebiete*) as well as preservation areas (*Erhaltungsgebiete*) are both regulations based on the Federal Building Code (*Baugesetzbuch*). Preservation areas primarily serve the preservation of the urban characteristic of the area and can be stipulated by local development plans and other local statutes. Milieu protection areas (*Milieuschutzgebiete*) serve the preservation of the areas as well, focusing on the composition of the resident population in a specific area. In order to preserve the existing composition of the resident population, the Federal Building Code (*Baugesetzbuch*) enables the federal states to enact ordinances that prohibit the transformation of rented apartments into freehold apartments. As mentioned before, a respective ordinance (*Umwandlungsverordnung*) was passed by the Berlin government, in force until March 12, 2025.

### *Construction and Property Development Contracts*

#### Provisions of the BGB

The BGB differentiates, in particular, between construction contracts (*Bauverträge*), consumer construction contracts (*Verbraucherbauverträge*) as well as property development contracts (*Bauträgerverträge*). In principle, a property development contract is a mixed contract (*gemischter Vertrag*) covering both aspects of a sales contract (*Kaufvertrag*) and of a contract for work (*Werkvertrag*). The newly applicable law now explicitly stipulates that the property development contract is a contract with respect to the construction (*Errichtung*) or reconstruction (*Umbau*) of a house or a comparable building and by which the developer is obliged to transfer ownership to the property to be developed. The BGB further includes additional provisions for consumer construction contracts, including property development contracts entered into with private purchasers, such as owner-occupiers and retail buy-to-let investors. Prior to entering into a property development with a private purchaser, the respective real estate developer is required to provide such purchaser with a written description of the building specifications (*Baubeschreibung*). In addition, the developer has to inform the purchaser bindingly about the time of completion of the development project or, if such information is not possible at the time of conclusion of the contract, the estimated time needed for realizing the respective development project.

Furthermore, the developer also needs to describe in detail the specifications of the building. Except where a consumer construction contract was notarized, the consumer has a statutory right to rescind the agreement within the statutory periods and the contractor is obligated to duly inform the consumer of such right. Aside from these provisions relating to property development and consumer construction contracts, general rules relating to sales contracts (*Kaufverträge*) and work contracts (*Werkverträge*) as well as the German Real Estate Agent and Commercial Contractor Regulation (*Makler- und Bauträgerverordnung*) (the “**MaBV**”) apply.

In the context of property development contracts (*Bauträgerverträge*), the BGB provides for additional requirements with respect to the issuance of certain sureties which were introduced by the Act to Secure Contractor Claims and Improve the Enforcement of Payment Claims (*Forderungssicherungsgesetz*) (the “**FoSiG**”). In case the recipient of such works is a consumer and instalment payments were agreed by the parties, real estate developers are required to issue a surety (the “**FoSiG Surety**”) with respect to 5% of the agreed remuneration upon beginning of construction works to provide purchasers a minimum security from the consequences of an possible insolvency of the respective project developer.

#### German Real Estate Agent and Commercial Contractor Regulation (Makler- und Bauträgerverordnung)

The MaBV, which is applicable to property development contracts relating to the development and sale of residential properties to owner-occupiers (*Selbstnutzer*) and retail buy-to-let investors, provides for certain regulations to be complied with by, inter alia, real estate developers in connection with the conclusion of property development contracts (*Bauträgerverträge*). In particular, the MaBV provides for a staggered payment framework, which entitles a real estate developer to significant fixed down payments in line with the completion of construction milestones, for respective collateralization of such down payments and imposes an obligation on the developer to separate funds received from purchasers from private assets. The real estate developer may request up to seven instalment payments subject to specific construction progress (e.g. start of ground works, completion of the building shell) to be included in the individual payment schedule agreed under the property development contract (*Bauträgervertrag*). Such instalment payments may, however, only be requested if the amount of an instalment payment corresponds to the actual value of the work performed by the real estate developer at the time such instalment payment becomes due and payable.

However, a real estate developer must not request payment of the first instalment from the purchaser unless the following conditions are met: (i) the underlying purchase contract is binding and all necessary approvals were granted, the notary public has confirmed these requirements in writing and no cancelation rights were granted to the purchaser, (ii) a priority notice of conveyance (*Auflassungsvormerkung*) has been registered in the land register (*Grundbuch*) with respect to the respective purchaser’s title of ownership, (iii) all mortgages (other than for financing the purchase price for the purchaser) were subordinated to the purchaser’s priority notice of conveyance (*Auflassungsvormerkung*), and (iv) the building permit (*Baugenehmigung*) has been obtained (or it has been confirmed that a building permit is not required).

#### ***Liability for Environmental Contamination***

Liability for environmental contamination and hazardous soil contamination may arise under public law and civil law provisions. Liability under public law cannot be excluded by contract. Civil law warranty liability, by contrast, can be limited or excluded by contract.

#### *Environmental Liability Under Public Law*

##### Soil Contamination

Pursuant to the Federal Soil Protection Act (*Bundesbodenschutzgesetz*), the parties responsible for environmental contamination include, among others, the party that caused the contamination, its legal successor, the owner of the contaminated property and each previous owner of the contaminated property, as well as the person with actual control over the property. With regard to these potentially liable parties, there is no general ranking as to which of the parties is primarily liable. It is within the discretion of the relevant local authority to decide which party shall be held liable, with the current owner of the contaminated site being the most likely as he is legally entitled to carry out the required remedial measures. The local authorities are authorized to require risk inspections, investigations, remedial measures and other necessary measures for the protection against hazardous soil changes or residual environmental contamination.

The Federal Soil Protection Act contains a statutory indemnity obligation on the part of the responsible parties that, irrespective of an official order, allocates liability among the parties in accordance with their respective contribution to the cause of the contamination. The indemnity obligation may be waived or transferred by express contractual agreement.

## Groundwater Contamination

According to the Federal Water Resources Act (*Wasserhaushaltsgesetz*) and related provisions of the federal and the state environmental protection and water laws the parties responsible for any contamination of water can be held liable for the required remedial measures by the authorities. If the contamination of water has detrimental effects on the property of third parties, the polluters may be held liable for the resulting damage. Such liability exists independently of any potential action taken by the public authorities.

## Asbestos

German law imposes obligations to remediate asbestos contamination under certain circumstances. Under the asbestos guidelines (*Asbest-Richtlinien*) of the German Federal States, the standard for determining a remediation obligation is the presence of any health threat.

The asbestos guidelines set out criteria used in assessing the urgency of remedying contamination, ranging from immediate action (including demolition, removal or coating of the asbestos) to risk assessments at intervals of no more than five years. The removal and disposal of asbestos-containing materials may trigger elevated costs.

In the case of asbestos contamination, a tenant may also assert a right of rent reduction or, in extreme circumstances, termination for good cause. German courts have held that a landlord may be presumed to be in breach of its statutory obligations if the existence of a health threat cannot be excluded. Accordingly, the courts have granted the right to rent reduction even in cases where the asbestos guidelines do not require immediate remediation. Tenants may also claim compensatory damages if the defect was present at the time the contract was concluded, and they may claim compensation for personal suffering (*Schmerzensgeld*).

## Pentachlorophenol ("PCP"), Lindane, Dichlorodiphenyltrichloroethane ("DDT"), and Polychlorinated Biphenyl ("PCB")

Due to negative effects on human health, the use of PCP, Lindane, DDT and PCB is prohibited. The existence of these substances in buildings may, under certain circumstances, entitle the tenant to reduce the rent or to claim damages. Moreover, the remediation of rooms or buildings may be required where concentrations of the above substances exceed certain thresholds.

## War Ordnance

In Germany, the federal states are responsible for the clearance of ordnance and other remnants of war. All states assume, and dispose of, unexploded ordnance themselves. However, the extent to which a private investor or an owner of contaminated real estate incurs liabilities in connection with the clearing of remnants of war or ordnance, including preparatory measures like the disposal of plants and layers of soil or preventive search measures, where the initial suspicions prove unfounded, varies from state to state.

## *Environmental Liability Under Civil Law*

Civil liability for environmental contamination can arise under contractual warranty obligations and under statutory obligations. Warranty claims can generally be waived or limited by contractual provisions. The statutory claims can oblige the party causing contamination of the soil or water to pay damages or to remedy the contamination and its consequences. We could be subject to such liability for damages or remediation if a property in our portfolio has detrimental effects on the property of third parties. This civil liability exists independent of any official action taken in accordance with the provisions of the Federal Soil Protection Act.

## *Restitution rights and transfer approval*

Under the Law on the Settlement of Open Property Issues (*Gesetz zur Regelung offener Vermögensfragen*), former owners of properties who were dispossessed either by the national socialist government between January 30, 1933 and May 8, 1945 or by the former German Democratic Republic (*Deutsche Demokratische Republik*) can demand the restitution of such properties. If return of the properties is impossible due to a valid sale to a third party, the former owners have compensation claims under the German Restitution Act (*Entschädigungsgesetz*). The German Asset Allocation Law (*Vermögenszuordnungsgesetz*) provides for similar regulations.

With regard to properties located in the former German Democratic Republic (*Deutsche Demokratische Republik*), the German Real Estate Transfer Ordinance (*Grundstücksverkehrsordnung*) generally requires owners of properties to obtain approval from the competent authorities prior to disposing of any properties unless such approval was previously granted for a transfer of the property completed after September 28, 1990.

If any restitution claims were filed for a property, such approval will not be granted until the claim has been settled.

## TAXATION

The information provided below does not purport to be a complete overview of the tax law and practice currently applicable in Luxembourg.

The following is a general discussion of certain tax consequences of the acquisition, ownership and disposition of the Notes. This discussion does not purport to be a comprehensive description of all tax considerations which may be relevant to a decision to purchase Notes. In particular, this discussion does not consider any specific facts or circumstances that may apply to a particular purchaser. This overview is based on the laws of Luxembourg currently in force and as applied on the date of this Offering Memorandum, which are subject to change, possibly with retroactive or retrospective effect.

***PROSPECTIVE PURCHASERS OF THE NOTES ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF NOTES, INCLUDING THE EFFECT OF ANY STATE OR LOCAL TAXES, UNDER THE TAX LAWS OF LUXEMBOURG, GERMANY AND EACH COUNTRY OF WHICH THEY ARE RESIDENTS. THE RESPECTIVE RELEVANT TAX LEGISLATION MAY HAVE AN IMPACT ON THE INCOME RECEIVED FROM THE NOTES.***

### *Taxation in Luxembourg*

The following is an overview discussion of certain material Luxembourg tax consequences with respect to the Company and its Notes. This overview does not purport to be a comprehensive description of all of the tax considerations that may be relevant to any particular holder of Notes, and does not purport to include tax considerations that arise from rules of general application or that are generally assumed to be known to holders of the Notes. It is not intended to be, nor should it be construed to be, legal or tax advice. This discussion is based on Luxembourg laws and regulations as they stand on the date of this Offering Memorandum and is subject to any change in law or regulations or changes in interpretation or application thereof that may take effect after such date. Prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws and regulations, including Luxembourg tax law and regulations, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (impôt sur le revenu des collectivités), municipal business tax (impôt commercial communal), a solidarity surcharge (contribution au fonds pour l'emploi), as well as personal income tax (impôt sur le revenu) generally. Investors may further be subject to net wealth tax (impôt sur la fortune) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge (which are collectively referred to as Luxembourg corporation taxes) invariably apply to most corporate taxpayers resident of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and to the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

### *Taxation of Investors*

This tax disclosure is limited to the tax consequences to investors owning Notes. This discussion therefore is limited to taxation issues in respect of the holding and selling of these Notes.

### *Withholding Tax*

#### *Non-resident Holders of Notes*

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or non-profit participating arm's length interest made to non-resident holders of Notes, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by non-resident holders of the Notes.

### *Luxembourg Resident Holders of Notes*

Under Luxembourg general tax laws currently in force and subject to the law of December 23, 2005, as amended (the “**Relibi Law**”) as described below, there is no withholding tax on payments of principal, premium or non-profit participating arm’s length interest made to Luxembourg resident holders of Notes, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident holders of Notes. Under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the benefit of an individual beneficial owner who is resident of Luxembourg will be subject to a withholding tax of 20%. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent.

### *Non-Resident holders of Notes*

Holders of Notes will not become residents, or be deemed to be resident in Luxembourg, by reason only of holding Notes.

A non-resident holder of Notes, not having a permanent establishment or permanent representative in Luxembourg to which/whom such Notes are attributable, is not subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes. A gain realised by such non-resident holder of Notes on the sale or disposal, in any form whatsoever, of Notes is further not subject to Luxembourg income tax.

A non-resident corporate holder of Notes or an individual holder of Notes acting in the course of the management of a professional or business undertaking, who has a permanent establishment or permanent representative in Luxembourg to which or to whom such Notes are attributable, is subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes and on any gains realised upon the sale or disposal, in any form whatsoever, of the Notes.

### *Luxembourg-resident holders of Notes*

Holders of Notes who are residents of Luxembourg will not be liable for any Luxembourg income tax on repayment of principal.

### *Luxembourg-resident Individuals*

An individual holder of Notes, acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax at progressive rates in respect of interest received, redemption premiums or issue discounts, under the Notes, except if (i) withholding tax has been levied on such payments in accordance with the Relibi Law, or (ii) the individual holder of Notes has opted for the application of a 20% tax in full discharge of income tax in accordance with the Relibi Law, which applies if a payment of interest has been made or ascribed by a paying agent established in a EU Member State (other than Luxembourg), or in a Member State of the EEA (other than a EU Member State). A gain realised by an individual holder of Notes, acting in the course of the management of his/her private wealth, upon the sale or disposal, in any form whatsoever, of Notes is not subject to Luxembourg income tax, provided this sale or disposal took place more than six months after the Notes were acquired. However, any portion of such gain corresponding to accrued but unpaid interest income is subject to Luxembourg income tax, except if tax has been levied on such interest in accordance with the Relibi Law.

An individual holder of Notes acting in the course of the management of a professional or business undertaking must include this interest in its taxable basis. If applicable, the tax levied in accordance with the Relibi Law will be credited against his/her final tax liability.

### *Luxembourg-resident Companies*

A corporate holder of Notes must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realised on the sale or disposal, in any form whatsoever, of the Notes, in its taxable income for Luxembourg income tax assessment purposes.

A corporate holder of Notes that is governed by the law of May 11, 2007 on family estate management companies, as amended, or by the law of December 17, 2010 on undertakings for collective investment, or by the law of February 13, 2007 on specialised investment funds, as amended or by the law of July 23, 2016 on reserved alternative investment funds (provided it is not foreseen in the incorporation documents that (i) the exclusive object is the investment in risk capital and that (ii) article 48 of the aforementioned law of July 23,



2016 applies), is neither subject to Luxembourg income tax in respect of interest accrued or received, any redemption premium or issue discount, nor on gains realised on the sale or disposal, in any form whatsoever, of the Notes.

#### ***Net Wealth Tax***

A corporate holder of Notes, whether it is resident of Luxembourg for tax purposes or, if not, it maintains a permanent establishment or a permanent representative in Luxembourg to which/whom such Notes are attributable, is subject to Luxembourg net wealth tax on such Notes, except if the holder of Notes is governed by the law of May 11, 2007 on family estate management companies, as amended, or by the law of December 17, 2010 on undertakings for collective investment, or by the law of February 13, 2007 on specialised investment funds, as amended or by the law of July 23, 2016 on reserved alternative investment funds (provided it is not foreseen in the incorporation documents that (i) the exclusive object is the investment in risk capital and that (ii) article 48 of the aforementioned law of July 23, 2016 applies). If the holder of the Notes is a securitisation company governed by the law of March 22, 2004 on securitisation, as amended, or is a capital company governed by the law of June 15, 2004 on venture capital vehicles, as amended or is a reserved alternative investment fund (provided it is foreseen in the incorporation documents that (i) the exclusive object is the investment in risk capital and that (ii) article 48 of the aforementioned law of July 23, 2016 applies), it will only be subject to the minimum net wealth tax, the amount of which depends on the composition of the balance sheet and its size.

An individual holder of Notes, whether he/she is resident of Luxembourg or not, is not subject to Luxembourg net wealth tax on such Notes.

#### ***Other Tax Consequences***

##### ***Stamp Taxes and Transfer Taxes***

In principle, neither the issuance nor the transfer, repurchase or redemption of Notes will give rise to any Luxembourg registration tax or similar taxes. However, an ad valorem registration duty may be due upon the voluntary registration of the Notes in Luxembourg or when it is either (a) attached as an annex to an act (annexé à un acte) that itself is subject to mandatory registration, or (b) deposited in the minutes of a notary (déposé au rang des minutes d'un notaire).

##### ***Gift Taxes***

No estate or inheritance tax is levied on the transfer of Notes upon death of a holder of Notes in cases where the deceased was not a resident of Luxembourg for inheritance tax purposes and no gift tax is levied upon a gift of Notes if the gift is not passed before a Luxembourg notary or recorded in a deed registered in Luxembourg. Where a holder of Notes is a resident for tax purposes of Luxembourg at the time of his death, the Shares are included in its taxable estate for inheritance tax or estate tax purposes.

## GENERAL INFORMATION

### Selling Restrictions

The Company and the Dealers have entered into an amended and restated dealer agreement dated April 16, 2021 (the “**Dealer Agreement**”) as a basis upon which any Dealer may from time to time agree to purchase Notes.

#### 1. General

Each Dealer represents, warrants and agrees that it will comply with all applicable laws and regulations in force in any jurisdiction in or from which it purchases, offers, sells or delivers Notes or possesses or distributes this Offering Memorandum or any Final Terms or any related offering material and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Company nor any other Dealer shall have any responsibility therefor.

Each Dealer acknowledges that, other than with respect to the admission of the Notes to listing, trading and/or quotation by the relevant listing authorities, stock exchanges and/or quotation systems, no action has been or will be taken in any jurisdiction by the Company that would permit a public offering of the Notes, or possession or distribution of any offering material in relation thereto, in any country or jurisdiction where action for that purpose is required.

With regard to each Tranche of Notes, the relevant Dealer will be required to comply with any other additional restrictions as shall be agreed and set out in the applicable Final Terms.

#### 2. European Economic Area

##### Prohibition of Sales to EEA Retail Investors

Unless the Final Terms in respect of any Notes specify the “*Prohibition of Sales to EEA Retail Investors*” as “*Not Applicable*”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Memorandum as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
  - (ii) a customer within the meaning of the Insurance Distribution Directive, where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and
- (b) the expression “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the relevant Final Terms in respect of any Notes specify “*Prohibition of Sales to European Economic Area*” as “*Not Applicable*”, in relation to each Member State of the EEA (each, a “**Member State**”), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Memorandum as completed by the final terms in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Company for any such offer; or
- (c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Company or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression “**offer of Notes to the public**” in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression “**Prospectus Regulation**” means Regulation (EU) 2017/1129, as amended.

### **3. United Kingdom of Great Britain and Northern Ireland (the “UK”)**

#### **Prohibition of Sales to UK Retail Investors**

Unless the Final Terms in respect of any Notes specifies “*Prohibition of Sales to UK Retail Investors*” as “*Not Applicable*”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Offering Memorandum as completed by the Final Terms in relation thereto to any retail investor in the UK. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
  - (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or
  - (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; and
- (b) the expression “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes specifies “*Prohibition of Sales to UK Retail Investors*” as “*Not Applicable*”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Offering Memorandum as completed by the final terms in relation thereto to the public in the UK except that it may make an offer of such Notes to the public in the UK:

- (a) if the Final Terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to section 86 of the FSMA (a “**Public Offer**”), following the date of publication of a prospectus in relation to such Notes which either (i) has been approved by the Financial Conduct Authority, or (ii) is to be treated as if it had been approved by the Financial Conduct Authority in accordance with the transitional provision in Regulation 74 of the Prospectus (Amendment etc.) (EU Exit) Regulations 2019, provided that any such prospectus has subsequently been completed by Final Terms contemplating such Public Offer, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable, and the Company has consented in writing to its use for the purpose of that Public Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the UK subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Company for any such offer; or
- (d) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (b) to (d) above shall require the Company or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression “offer of Notes to the public” in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes and the expression “UK Prospectus Regulation” means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

#### Further UK Selling Restriction

Each Dealer has represented, warranted and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Company; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the UK.

#### 4. United States of America (the “United States”)

- (a) The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Each Dealer has represented and agreed that it has not offered or sold, and will not offer or sell, any Note constituting part of its allotment within the United States. Accordingly, each Dealer has further represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts with respect to a Note.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the United States Internal Revenue Code of 1986 and regulations promulgated thereunder.

In addition, until 40 days after the commencement of the offering, an offer or sale of the Notes within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

- (b) From and after the time that the Company notifies the Dealers in writing that it is no longer able to make the representation that there is no substantial U.S. market interest (as defined in Rule 902 of Regulation S under the Securities Act) in the debt securities of the Company, each Dealer has severally (i) acknowledged that the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S or pursuant to an exemption from the registration requirements of the Securities Act; (ii) represented and agreed that it has not offered or sold any Notes, and will not offer or sell any Notes (x) as part of its distribution at any time and (y) otherwise until 40 days after the later of the commencement of the offering and closing date except in accordance with Rule 903 of Regulation S; (iii) further represented and agreed that neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts in the United States with respect to any Note, and it and they have complied and will comply with the offering restrictions requirement of Regulation S; and (iv) also agreed that, at or prior to confirmation of any sale of the Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

“The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons by any person referred to in Rule 903 (b) (2) (iii) as part of its distribution at any time or otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S under the Securities Act. Terms used above have the meanings given to them by Regulation S under the Securities Act.”

- (c) Each Dealer has represented and agreed that it has not entered and will not enter into any contractual arrangement with respect to the distribution or delivery of the Notes, except with its affiliates or with the prior written consent of the Company.

- (d) Notes, other than Notes with an initial maturity of one year or less, will be issued in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(C) (or any substantially identical successor United States Treasury Regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) (the “**C Rules**”), or in accordance with the provisions of United States Treasury Regulation § 1.163-5(c)(2)(i)(D) (or any substantially identical successor United States Treasury Regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010) (the “**D Rules**”), as specified in the applicable Final Terms.

In addition, where the C Rules are specified in the relevant Final Terms as being applicable to any Tranche of Notes, Notes in bearer form must be issued and delivered outside the United States and its possessions in connection with their original issuance. Each Dealer has represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, Notes in bearer form within the United States or its possessions in connection with the original issuance. Further, each Dealer has represented and agreed in connection with the original issuance of Notes in bearer form, that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if either such Dealer or purchaser is within the United States or its possessions and will not otherwise involve its U.S. office in the offer or sale of Notes in bearer form. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, including the C Rules.

In addition, in respect of Notes issued in accordance with the D Rules, each Dealer has represented and agreed that:

- (i) except to the extent permitted under U.S. Treasury Regulation § 1.163-5(c)(2)(i)(D) (or any substantially identical successor United States Treasury Regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010), (x) it has not offered or sold, and during the restricted period will not offer or sell, Notes in bearer form to a person who is within the United States or its possessions or to a United States person, and (y) such Dealer has not delivered and will not deliver within the United States or its possessions definitive Notes in bearer form that are sold during the restricted period;
- (ii) it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes in bearer form are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;
- (iii) if such Dealer is a United States person, it has represented that it is acquiring the Notes in bearer form for purposes of resale in connection with their original issuance and if such Dealer retains Notes in bearer form for its own account, it will only do so in accordance with the requirements of U.S. Treasury Regulation § 1.163-5(c)(2)(i)(D)(6) (or any substantially identical successor United States Treasury Regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010);
- (iv) with respect to each affiliate that acquires from such Dealer Notes in bearer form for the purposes of offering or selling such Notes during the restricted period, such Dealer either (x) has repeated and confirmed the agreements contained in sub-clauses (i), (ii) and (iii) on such affiliate’s behalf or (y) has agreed that it will obtain from such affiliate for the benefit of the Company the agreements contained in sub-clauses (i), (ii) and (iii); and
- (v) it will obtain from any distributor (within the meaning of United States Treasury Regulation § 1.163-5(c)(2)(i)(D)(4)(ii) (or any substantially identical successor United States Treasury Regulation section including, without limitation, regulations issued in accordance with U.S. Internal Revenue Service Notice 2012-20 or otherwise in connection with the U.S. Hiring Incentives to Restore Employment Act of 2010)) that purchases any Notes in bearer form from it pursuant to a written contract with such Dealer (except a distributor that is one of its affiliates or is another Dealer), for the benefit of the Company and each other Dealer, the representations contained in, and such distributor’s agreement to comply with, the provisions of sub-clauses (i), (ii), (iii) and (iv) insofar as they relate to the D Rules, as if such distributor were a Dealer hereunder;

Terms used in paragraph 4 (d) above have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, including the D Rules.

#### **5. Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948), as amended (the “**FIEA**”). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer to sell any Notes in Japan or to, or for the benefit of, a resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident in Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, FIEA and other relevant laws and regulations of Japan.

#### **6. Canada (Ontario)**

The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Offering Memorandum (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

## Use of Proceeds

Unless otherwise specified in the relevant Final Terms, the net proceeds from each issue of Notes will be used for general financing purposes of the Company. If, in respect of any particular issue, there is a particular identified use of proceeds other than using the net proceeds for general financing purposes of the Company, this will be stated in the applicable Final Terms. In any case, the Company is free in the use of proceeds from each issue of Notes. This may not apply in case of "green" bonds, "social" bonds and "sustainability" bonds which serve the refinancing of eligible assets as further specified in the Final Terms.

## Method to determine the yield

The method to determine the yield is the ICMA method. The ICMA method determines the effective interest rate of the fixed rate Notes taking into account accrued interest on a daily basis.

## Authorization

The establishment of the Programme was approved by a resolution of the Board taken on February 9, 2021, subject to a positive recommendation of the Investment and Financing committee which was granted on February 19, 2021.

## Documents Incorporated by Reference

The following documents are incorporated by reference into this Offering Memorandum:

The English-language audited consolidated annual financial statements (IFRS) of the Group as of and for the fiscal year ended December 31, 2020 as contained in the Annual Report 2020:

- Report of the *Réviseur d'Enterprises agréé* on the Audit of the Consolidated Financial Statements (p. 114-119),
- Consolidated Statement of Financial Position (p. 120-121),
- Consolidated Statement of Statement of Profit or Loss (p. 122),
- Consolidated Statement of Comprehensive Income (p. 123),
- Consolidated Statement of Cash Flows (p. 124-125),
- Consolidated Statement of Changes in Equity (p. 126-127), and
- Notes to the Consolidated Financial Statements (p. 128-231).

The English-language audited consolidated annual financial statements (IFRS) of the Group as of and for the fiscal year ended December 31, 2019 as contained in the Annual Report 2019:

- Report of the *Réviseur d'Enterprises agréé* on the Audit of the Consolidated Financial Statements (p. 66-71),
- Consolidated Statement of Financial Position (p. 72-73),
- Consolidated Statement of Statement of Profit or Loss (p. 74),
- Consolidated Statement of Comprehensive Income (p. 75),
- Consolidated Statement of Cash Flows (p. 76-77),
- Consolidated Statement of Changes in Equity (p. 78-80), and
- Notes to the Consolidated Financial Statements (p. 81-134).

The documents incorporated by reference herein are available on the Company's website ([www.adler-group.com](http://www.adler-group.com)) and may be inspected and are available free of charge during normal business hours at 1B, Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg (tel. +352 269467760).

### **Availability of Documents**

For the duration of the validity of this Offering Memorandum, copies of the following documents will be available free of charge for inspection during regular business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the offices of the Company at 1B, Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg:

- the Articles of Association;
- the Company's audited consolidated annual financial statements prepared in accordance with IFRS as of and for the fiscal year ended December 31, 2020;
- the Company's audited consolidated annual financial statements prepared in accordance with IFRS as of and for the fiscal year ended December 31, 2019;
- the Offering Memorandum (including the Valuation Reports); and
- any supplement to the Offering Memorandum.

The abovementioned documents are also available on the Company's website at [www.adler-group.com](http://www.adler-group.com).

This Offering Memorandum contains certain references to websites. The information on these websites does not form part of the Offering Memorandum (unless information is incorporated by reference).

The Company's future consolidated financial statements and condensed interim consolidated financial statements will be available from the Company on its website.



## VALUATION REPORTS

	<u>Page</u>
1. Valuation Report of ADLER Group S.A. (formerly ADO Properties S.A.) (1) .....	V-2
2. Valuation Report of ADLER Group S.A. (formerly ADO Properties S.A.) (2) .....	V-38

## VALUATION REPORT

in the form of a condensed valuation report (“Valuation Report”) of the determination of Fair Value carried out by CBRE in accordance with the International Financial Reporting Standards (IFRS), the International Standards for the Valuation of Real Estate for Investment Purposes (“International Valuation Standards”) and the RICS Valuation – Global Standards (2020) (“Red Book”) of the Royal Institution of Chartered Surveyors, that relates to the €5,000,000,000 debt issuance programme by ADLER Group S.A. (the “Programme”), any subsequent issuance of notes under the Programme and the listing of such notes on the Euro MTF Segment of the Luxembourg Stock Exchange.

The Valuation Report covers a total of 2,304 valuation units as at 31 December 2020. The portfolio consists of the following sub-portfolios: Adler portfolio (1,187 valuation units), ADO portfolio (422 valuation units), Westgrund portfolio (369 valuation units), BCP portfolio (326 valuation units). The majority of the 2,304 valuation units in the portfolio are residential buildings with less than 20% commercial use (1,990 properties). The remainder comprise mixed-use buildings with more than 20% and up to 80% commercial use (206 properties), commercial buildings with less than 20% residential area (27 properties), 73 parking facilities, 7 miscellaneous properties and one co-living apartment complex. In total, the portfolio consists of 69,324 residential units (of which 1,907 are under public rent control), 2,453 commercial units, 14,854 parking units, both internal and external, and 1,539 miscellaneous units (e.g. antennas, advertisements, etc.). The total lettable area of the portfolio is 4,558,770 sq m, thereof 93.5% residential area and 6.5% commercial area.

**Date of Valuation:** 31 December 2020

**Date of Valuation Report:** 14 April 2021

**Valuer:**



CBRE GmbH  
Große Gallusstraße 18  
60312 Frankfurt/Main  
Germany  
“CBRE“

**Addressees:**

ADLER Group S.A.  
1B, Heienhaff  
L-1736 Senningerberg  
Grand Duchy of Luxembourg  
(the „Company“)

and

J.P. Morgan AG  
Taunustor 1 (Taunus Turm)  
60310 Frankfurt am Main  
Federal Republic of Germany

Barclays Bank Ireland PLC  
One Molesworth Street  
Dublin 2  
DO2RF29  
Ireland

Deutsche Bank Aktiengesellschaft  
Mainzer Landstrasse 11-17  
60329 Frankfurt am Main  
Federal Republic of Germany

Any New Dealer pursuant to and as defined in the Dealer Agreement (as defined under 1.4 Addressees)

CBRE is a "Gesellschaft mit beschränkter Haftung" (limited liability company), registered under commercial law in Germany under the company registration number 13347. The German company CBRE GmbH was established on April 3, 1973 and has its registered office at Große Gallusstraße 18, 60312 Frankfurt/Main, Germany.

CBRE is not a company that is regulated by any regulatory authority; however, in its valuation department it employs amongst other members of the Royal Institution of Chartered Surveyors (RICS), and valuers certified by HypZert GmbH.



## MARKET CONDITIONS

### Market Conditions - Novel Coronavirus (COVID 19)

The outbreak of the Novel Coronavirus (COVID-19), declared by the World Health Organisation as a “Global Pandemic” on 11 March 2020, continues to impact many aspects of daily life and the global economy – with some real estate markets having experienced lower levels of transactional activity and liquidity. Travel, movement and operational restrictions have been implemented by many countries. In some cases, “lockdowns” have been applied – in varying degrees – to reflect further ‘waves’ of COVID-19. While these may imply a new stage of the crisis, they are not unprecedented in the same way as the initial impact.

The pandemic and the measures taken to tackle COVID-19 continue to affect economies and real estate markets globally. Nevertheless, as at the valuation date, property markets are mostly functioning again, with transaction volumes and other relevant evidence at levels where enough market evidence exists upon which to base opinions of value. Accordingly – and for the avoidance of doubt – our valuation is not reported as being subject to ‘material valuation uncertainty’, as defined by VPS 3 and VPGA 10 of the RICS Valuation – Global Standards.

For the avoidance of doubt this explanatory note has been included to ensure transparency and to provide further insight as to the market context under which the valuation opinion was prepared. In recognition of the potential for market conditions to move rapidly in response to changes in the control or future spread of COVID-19, we highlight the importance of the valuation date.

### Rental Income

The valuation we have provided reflects the rental income as at the date of valuation, as set out within this report, which you have confirmed to be correct and comprehensive. It also reflects any issues concerning the anticipated cash-flow that you have advised us of, as set out within this report. Given the uncertainties relating to the Covid-19 virus and the current restrictions on business activities, it is likely that there will be significant rental defaults and/or insolvencies leading to voids and a resulting shortfall in rental income. Should this occur, there will be a negative impact on the value of the subject property.

### Berlin Rental Freeze

The Berlin Rental Freeze Law – even though to a lesser extent – also falls under the Market Conditions paragraph. As for the date of valuation, its endurance is totally unclear. May 2020, 284 members of the federal parliament, from the political parties CDU/CSU and FDP, have submitted constitutional claims to the Federal Constitutional Court in Karlsruhe (“Bundesverfassungsgericht”) for judicial review of the compatibility of this rental freeze act with constitutional law. Similarly to some trade associations, they believe that the new law is a too serious encroachment on the fundamental right to private property and consider that the federal government, not the individual states, is responsible for rental policy.

Until there is a final legal decision, there is some material uncertainty with regards to rental cashflow which can have some impact on market pricing and thus valuation results. We therefore recommend observing the behaviour of market participants and of the credit procedures of the financing banks constantly.

Please see Chapter “Market Rent” in the valuation assumptions for more details on the Berlin Rental Freeze.

**SUMMARY OF THE VALUATION CONCLUSIONS**

Upon the assumption that, after reasonable inquiry of the Company, there are no onerous restrictions or unusual outgoings of which we have no knowledge and based on the specific comments and assumptions set out in this Valuation Report, we are of the opinion that the aggregate of the individual Fair Values (net) of the freehold / ground-leasehold interests in the assets in the portfolio, rounded on asset-by-asset basis, as at 31 December 2020 and held as at that date, is:

**8,424,091,000 EUR**

**(Eight billion, four-hundred and twenty-four million and ninety-one thousand Euros)**

The unrounded net capital value is 8,424,365,483 EUR. The unrounded gross capital value is 9,102,161,257 EUR including 677,795,775 EUR purchaser's costs (8.0%).

The assessment of the Fair Value was carried on an asset-by-asset basis. The aggregate of the individual Fair Values presented here takes account of the marketing period and the transaction costs of the individual assets and does not reflect any discounts or premiums on the sales of the whole portfolio or if part of the portfolio were to be marketed simultaneously or in lots.

The properties are all freehold-equivalent, with the exception of 110 valuation units held on heritable building rights/ ground leases, which account for a total Fair Value of 180,091,900 EUR.

There are no negative values to report.

CBRE has not been engaged to update the CBRE valuation for the purpose of the Offering Memorandum (as defined below), has no obligation to do so and has not updated the CBRE valuation after the date of valuation, 31 December 2020.

The following table shows aggregated key asset data for the portfolio:

Fair Value	8,424,091,000 EUR
Total lettable area:	4,558,770 sq m
Average Fair Value per sq m lettable area:	1,848 EUR
Current annual rental income (gross):	329,049,144 EUR
Potential annual rental income (gross):	348,379,684 EUR
Annual market rent (gross):	366,165,161 EUR
Multiplier (based on current rent):	25.6 times
Multiplier (based on potential rent):	24.2 times
Multiplier (based on market rent):	23.0 times
Net initial yield (based on current rent):	2.84%
Net initial yield (based on potential rent):	3.12%
Net initial yield (based on market rent):	3.31%

Our opinion of "Fair Value" is based upon the scope of work and valuation assumptions as detailed in Part 3 "Explanation of Valuation" and Part 4 "Valuation Conclusions" of this Valuation Report and has been derived mainly using recent comparable market evidence on arm's length terms.

## 1 Basis of Valuation

### 1.1 Preamble

CBRE has valued the ADO portfolio for the Company since 2015 for financial reporting purposes. CBRE has provided semi-annual update valuations with full valuation reports. CBRE also provided valuations for inclusion in prospectuses in 2016 and 2020.

CBRE valued the ADLER portfolio (Adler and Westgrund portfolio) and the BCP portfolio for the Company with the date of valuation being 30 June 2020 and prepared a valuation report for financial reporting purposes.

CBRE re-valued the ADLER portfolio (Adler and Westgrund portfolio) and the BCP portfolio for the Company with the date of valuation being 30 September 2020 and prepared a valuation report for financial reporting purposes.

### 1.2 Instruction

CBRE has been appointed to undertake a Fair Value valuation of the Company's assets held as at 31 December 2020 and to prepare a valuation report.

The valuation is based on the information provided for previous valuations mentioned in the preamble and on current data provided by the Company as at the valuation date 31 December 2020.

### 1.3 Purpose of Valuation

We acknowledge that our Valuation Report will be used by the Company as one of many sources for the determination of the Fair Value of its properties as part of the offering memorandum relating to the Programme (the "Offering Memorandum"), any subsequent issuance of notes under the Programme and the listing of such notes on the Euro MTF Segment of the Luxembourg Stock Exchange.

The Valuation Report complies with the legal requirements, in particular the European Commission Regulation (EC) 2017/1129 dated 14 June 2017 (the "Prospectus Regulation") and paragraphs 128 to 130 of the European Securities and Market Authority (ESMA), update of the Committee of European Securities Regulators' (CESR) recommendations for the consistent implication of (EC) no. 809/2004 as now applicable to the Prospectus Regulation. The Offering Memorandum does not constitute a prospectus within the meaning of the Prospectus Regulation.

### 1.4 Addressees

The present Valuation Report is addressed to:

- ADLER Group S.A., 1B, Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg;
- J.P. Morgan AG, Taunustor 1 (Taunus Turm), 60310 Frankfurt am Main, Federal Republic of Germany;
- Barclays Bank Ireland PLC, One Molesworth Street, Dublin 2, D02RF29, Ireland;
- Deutsche Bank Aktiengesellschaft, Mainzer Landstrasse 11-17, 60329 Frankfurt am Main; and
- Any New Dealer appointed pursuant to clause 12 of the dealer agreement dated [...] relating to the ADLER Group S.A. EUR 5,000,000,000 debt issuance programme (the "Dealer Agreement") and of which CBRE is notified by being supplied with a copy of the respective dealer accession letter.

### 1.5 Publication

CBRE acknowledges and agrees that the Valuation Report will be published in an unabbreviated form in the Offering Memorandum and will be referred to in marketing and other materials prepared in the context of the issuance of notes under the Programme and the listing of such notes on the Euro MTF Segment of the Luxembourg Stock Exchange. The Offering Memorandum will be accessible to potential Investors on the Company's website. Apart from that, neither the whole nor any part of our Valuation Report nor any references thereto may be included in any published document, circular statement nor published in any way without our prior written approval of the form and context in which it will appear.

### 1.6 Date of Valuation

The valuation date is 31 December 2020.

## 1.7 Subject Assets

The portfolio consists of the following sub-portfolios: Adler portfolio (1,187 valuation units), ADO portfolio (422 valuation units), Westgrund portfolio (369 valuation units) and BCP portfolio (326 valuation units). The majority of the 2,304 valuation units in the portfolio are residential buildings with less than 20% commercial use (1,990 properties). The remainder comprise mixed-use buildings with more than 20% and up to 80% commercial use (206 properties), commercial buildings with less than 20% residential area (27 properties), 73 parking facilities, 7 miscellaneous properties and one co-living apartment complex. In total, the portfolio consists of 69,324 residential units (of which 1,907 are under public rent control), 2,453 commercial units, 14,854 parking units, both internal and external, and 1,539 miscellaneous units (e.g. antennas, advertisements, etc.). The total lettable area of the portfolio is 4,558,770 sq m, thereof 93.5% residential area and 6.5% commercial area.

## 1.8 Tenure

### 1.8.1 Freehold (*Eigentum*)

2,194 of the 2,304 valuation units are freehold-equivalent (full- or part ownership). 251 of the 2,194 freehold-equivalent valuation units are divided into condominiums in accordance with the German Condominium Act ("*Wohnungseigentumsgesetz* - WEG").

The valuation units VU\_1606, VU\_7011b, VU\_2040.039, VU\_2040.040, VU\_2040.041, VU\_2040.042, VU\_2040.043, VU\_2040.044, VU\_2040.045, VU\_2040.046 are also subject to heritable building rights/ ground leases (*Erbbaurecht*). In these cases, the freeholder and the party entitled to the heritable building rights/ ground leases, are the same party, without the interests being merged. The valuation unit VU\_7011b is split up according to WEG. Only the commercial units (ground floor) are not part of the owner's heritable building right.

### 1.8.2 Heritable Building Right/ Ground Lease (*Erbbaurecht*)

According to the information provided by the Company, 110 valuation units are held on heritable building rights/ ground leases. 20 of these 110 valuation units which are held on heritable building rights/ ground leases are divided into condominiums in accordance with the German Condominium Act ("*Wohnungseigentumsgesetz* - WEG").

## 1.9 Compliance with Valuation Standards

This valuation has been prepared in accordance with the RICS Valuation – Global Standards 2020 (the "Red Book") (effective from 31 January 2020), published by the Royal Institution of Chartered Surveyors. The property details on which each valuation is based are as set out in this report.

The guidelines of the International Valuation Standards Council (IVSC) correspond to the guidelines of the RICS with respect to the definition and interpretation of market value.

We confirm that we have sufficient current local and national knowledge of the particular property market involved and have the skills and understanding to undertake the valuation competently.

Where the knowledge and skill requirements of The Red Book have been met in aggregate by more than one valuer within CBRE, we confirm that a list of those valuers has been retained within the working papers, together with confirmation that each named valuer complies with the requirements of The Red Book.

This Valuation is a professional opinion and is expressly not intended to serve as a guarantee of any particular value of the subject property. Other valuers may reach different conclusions as to the value of the subject property. This Valuation is for the sole purpose of providing the intended user with the Valuer's independent professional opinion of the value of the subject property as at the valuation date.

### 1.10 Capital Values

The valuation has been prepared on the basis of “Fair Value” according to IAS 40 in connection with IFRS 13.9 of the “International Financial Reporting Standards” which has been published by the “International Accounting Standards Board” (IASB) and is defined as:

*“The price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date.”*

Fair Value” is effectively the same as “Market Value” according to Valuation Practise Statements (VPS) 4 of the RICS Valuation Global Standards (2020) which is defined as:

*“The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm’s length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion”.*

### 1.11 Currency

The currency used in the Valuation Report is Euro (EUR).

### 1.12 Documents and Information provided

CBRE has assumed that it was provided with all information and documents that were relevant to CBRE in carrying out this valuation report. We have assumed that the information and documentation had unrestricted validity and relevance as at the date of valuation.

### 1.13 Deleterious Material etc.

Since no information to the contrary has been brought to our attention, we have assumed that there are no building materials or structures and no characteristics of the site that could endanger or have a deleterious effect on either the fitness of the subject properties for its purpose or the health of its occupiers and users. Common examples include high alumina cement concrete, calcium chloride, asbestos and wood wool as permanent shuttering.

### 1.14 Site Conditions

We did not carry out investigations on site in order to determine the suitability of ground conditions and services, nor did we undertake environmental, archaeological, or geotechnical surveys. Unless notified to the contrary, our valuations were carried out on the basis that these aspects are satisfactory and also that the site is clear of underground mineral or other workings, methane gas, or other noxious substances.

In the case of a property which may have redevelopment potential, we have assumed that the site has load bearing capacity suitable for the anticipated form of redevelopment without the need for additional and expensive foundations or drainage systems. Furthermore, we have assumed in such circumstances that no unusual costs will be incurring in the demolition and removal of any existing structure on the property.

### 1.15 Environmental Contamination

If no information to the contrary has been brought to our attention, we have assumed that the subject properties are not contaminated and that no contaminative or potentially contaminative use is, or has ever been, carried out at the properties. If no information to the contrary has been brought to our attention, we are not aware of any environmental audit or other environmental investigations or soil surveys which may have been carried out on the properties and which may draw attention to any contamination or the possibility of any such contamination.

As we had not been specifically instructed, we have not undertaken any investigation into the past or present uses of either the properties or any adjoining or nearby land, to establish whether there is any potential for contamination from these uses and assume that none exists.

Should it, however, be subsequently established that such contamination exists at the properties or on any adjoining land or that any premises have been or are being put to contaminative use, this may have a detrimental effect on the value reported.

We have partly been provided with extracts from the register of contaminated sites by the Company. Further, for some valuation units, we have received brief information concerning potentially contaminated sites. Based on the information provided by the Company there is currently no indication that the sites pose a threat to public health or unacceptable conditions due to substances hazardous to the environment. We must point out that findings of contaminations might lead to an effect on value in the event of future structural alterations: these have not been taken into account in the present valuation. We assume there is no effect on value and that the information provided by the Company is correct and up-to-date. Furthermore, we assume that the current use of the properties will continue to be viable in the medium to long term and therefore that no construction works will be necessary.

For valuation units for which we have not received further information concerning potentially contaminated sites we have assumed that the subject properties are free from contamination and that the present and previous uses do not indicate a substantial potential for contamination.

### **1.16 Legal Requirements / Consents and Authorisation for the Use of the Property**

No investigation of the compliance of the properties with legal requirements (including (permanent) planning consent, building permit, acceptance, restrictions, building, fire, health and safety regulations etc.) or with any existing private-law provisions or agreements relating to the existence and use of the site and building has been carried out.

In preparing our valuation, we have assumed that all necessary consents and authorisations for the use of the properties and the processes carried out at the properties are in existence, will continue to subsist and are not subject to any onerous conditions.

### **1.17 Taxes, Contributions, Charges**

We have assumed that all public taxes, contributions, charges etc. which could have an impact on value will have been levied and paid as at the date of valuation.

### **1.18 Insurance Policy**

We have assumed that the subject properties are covered by a valid insurance policy that is adequate both in terms of the sum assured and the types of potential loss covered.

### **1.19 Town Planning and Road Proposals**

We have not undertaken planning enquiries but have relied upon the information provided where appropriate. For the purposes of our valuation we assumed that there are no adverse town planning, highways or other schemes or proposals that will have a detrimental impact on our valuations.

### **1.20 Statements by Public Officials**

In accordance with established legal practice, we have not regarded statements by public officials, particularly regarding factual information, as binding. We do not assume any liability for the application of any such statements or information in the subject appraisal report.

### **1.21 Assumptions regarding the Future**

For the purpose of determining the Fair Value of the subject properties, we have assumed that the existing business will continue (as regards both manner and extent of usage of the subject properties) for the remainder of the useful life determined for the buildings, or that comparable businesses would be available to take over the use of the subject properties.



### **1.22 Tenants**

No investigations have been carried out concerning either the status of payments of any contractually agreed rent or ground rent at the date of valuation, or of the creditworthiness of any tenant(s). Since no information to the contrary has been brought to our attention, we have assumed that there are no outstanding rental payments and that there are no reservations concerning the creditworthiness of any of the tenants.

### **1.23 Pending Litigation, Legal Restrictions (Easements on Real Estate, Rent Regulation etc.)**

Since no information to the contrary has been brought to our attention, we have assumed that the properties are free from any pending litigation, that the ownership is unencumbered and that there are no other legal restrictions such as easements on real estate, rent regulations, restrictive covenants in leases or other outgoing which might adversely affect value. Further information on existing easements can be found under the heading 3.4.16.

Important: Should any of the information or assumptions on which the valuation is based be subsequently found incorrect or incomplete, our calculations may need to be amended and the valuation figure may also be incorrect and should be re-evaluated. We therefore cannot accept any liability for the correctness of this assessment or for any loss or damage resulting there from.

### **1.24 Verification**

We recommend that before any financial transaction is entered into based upon these valuations, you obtain verification of the information contained within our valuation statement and the validity of the assumptions we have adopted.

We would advise you that whilst we have valued the properties reflecting current market conditions, there are certain risks, which may be or may become uninsurable. Before undertaking any financial transaction based upon this valuation, you should satisfy yourselves as to the current insurance cover and the risks that may be involved should an uninsured loss occur.

### **1.25 Conflict of Interest**

We hereby confirm that we have no existing potential conflict of interest in providing the valuation report, either with the Company or with the properties.

Furthermore, we confirm that we will not benefit (other than from receipt of the valuation fee) from this valuation instruction.

### **1.26 Assignment of Rights**

The Addressee of the Valuation Report is not entitled to assign its rights - either in whole or in part - to third parties.

### **1.27 Place of Performance and Jurisdiction**

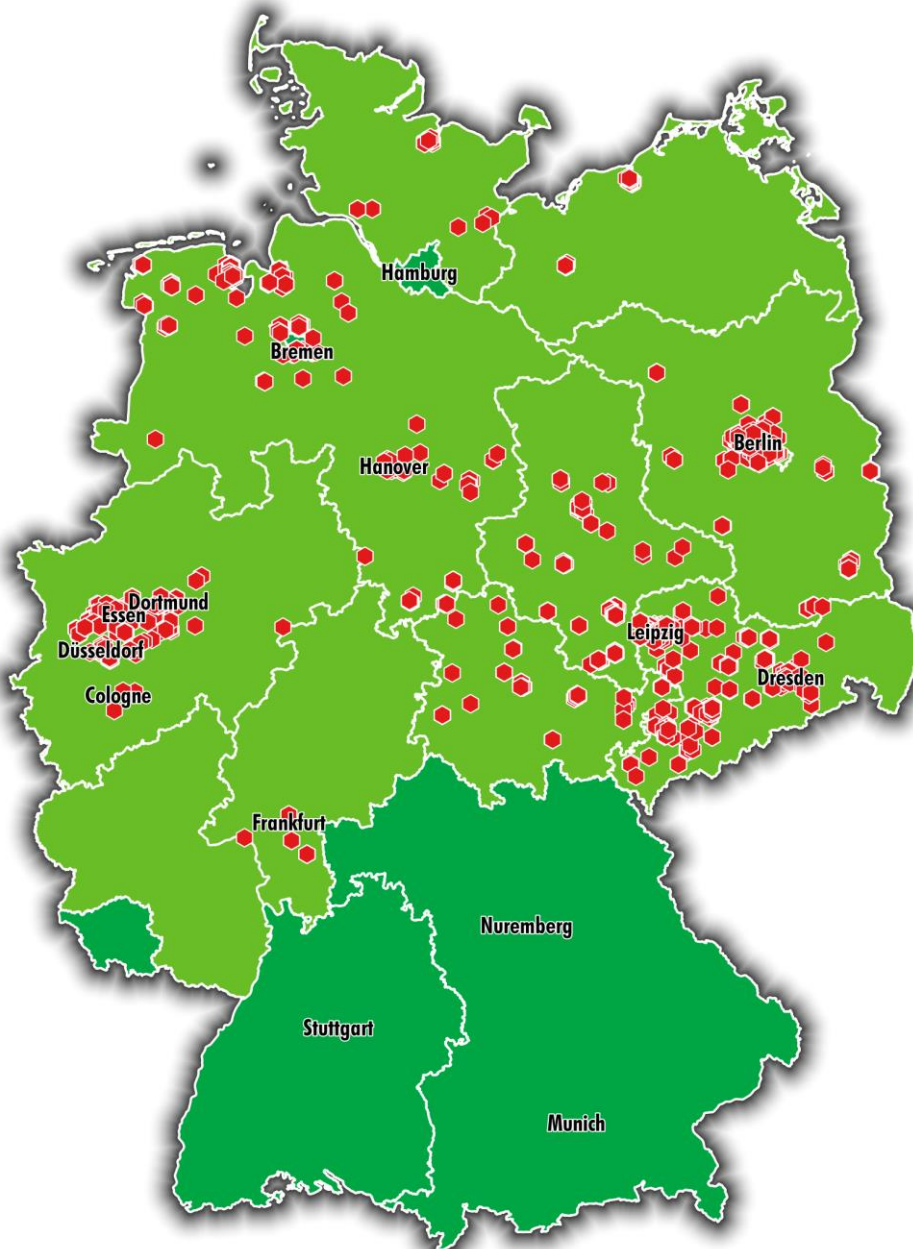
German law applies. The place of performance and jurisdiction is Frankfurt am Main.

## 2 Asset Holdings

The geographical distribution of the valuation units, as the proportional distribution of the lettable area, rental income and reported values by top ten locations (weighted by Fair Value) are shown in the following parts.

### 2.1 Geographic Distribution

The valuation units are spread across the federal states Berlin, Brandenburg, Bremen, Hesse, Mecklenburg-Western Pomerania, Lower Saxony, North Rhine-Westphalia, Rhineland-Palatinate, Saxony, Saxony-Anhalt, Schleswig-Holstein and Thuringia. The following map shows the allocation of the 2,304 valuation units.

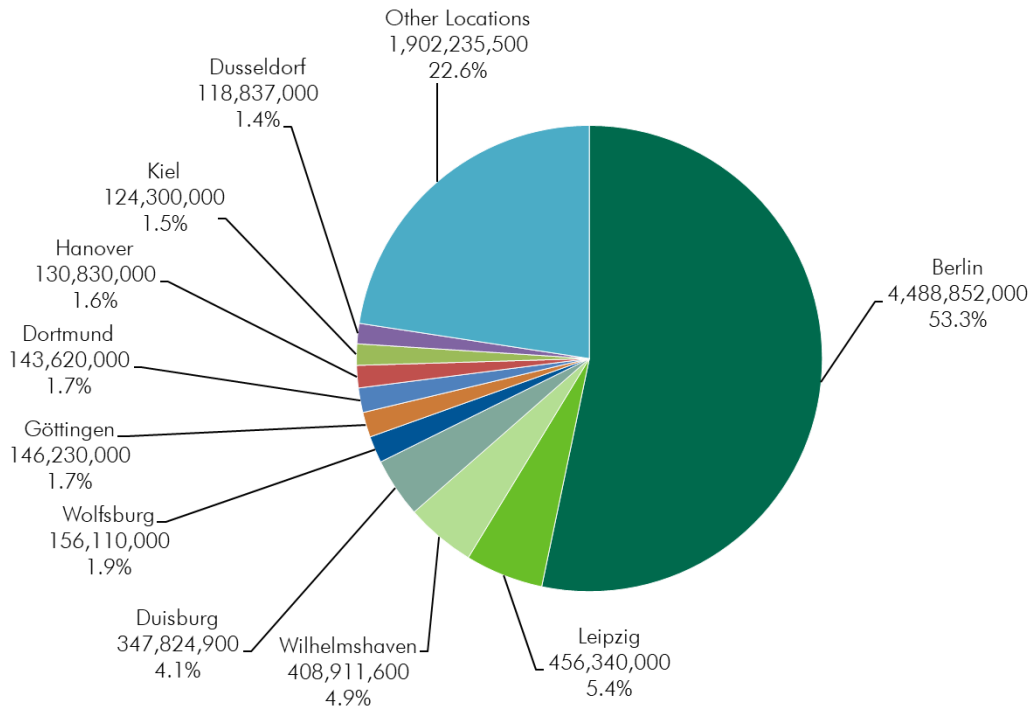


Source: CBRE, GeoBasis-DE / BGK 2015, OpenStreetMap contributors

Source: GeoBasis-DE / BGK 2020, OpenStreetMap contributors

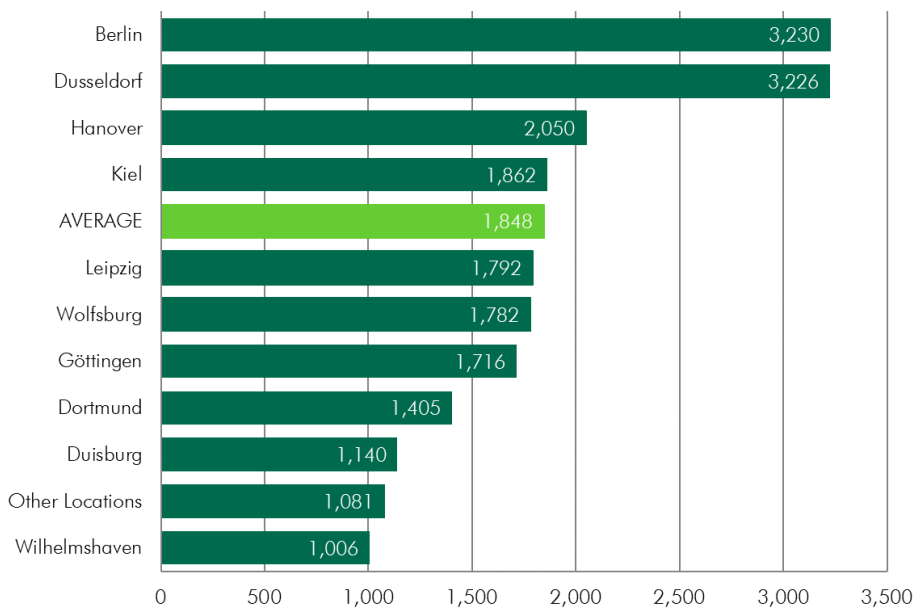
## 2.2 Fair Value (EUR) by top 10 locations

The total Fair Value amounts to 8,424,091,000 EUR. Berlin has the largest proportion (53.3%) with an aggregate Fair Value of 4,488,852,000 EUR. It is followed by Leipzig with 456,340,000 EUR (5.4%), Wilhelmshaven with 408,911,600 EUR (4.9%), Duisburg with 347,824,900 EUR (4.1%), Wolfsburg with 156,110,000 EUR (1.9%), Göttingen with 146,230,000 EUR (1.7%), Dortmund with 143,620,000 EUR (1.7%), Hanover with 130,830,000 EUR (1.6%), Kiel with 124,300,000 EUR (1.5%) and Dusseldorf with 118,837,000 EUR (1.4%). The top 10 locations account for approx. 77% of the portfolio's total Fair Value.



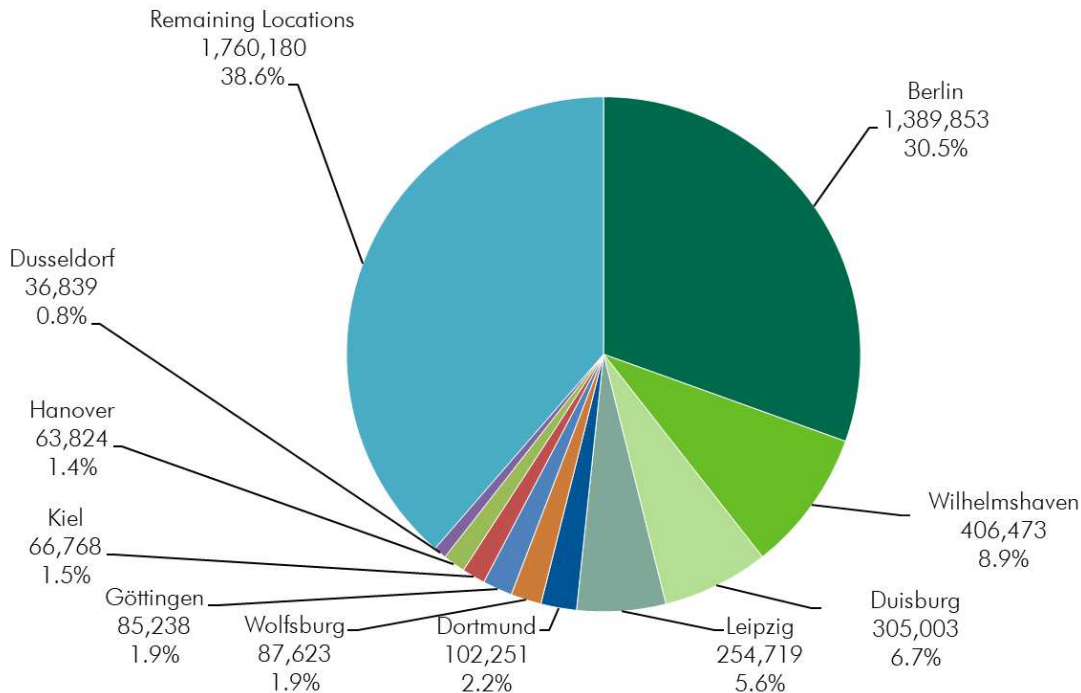
## 2.3 Fair Value per Lettable Area (EUR per sq m) by top 10 locations

The chart below shows the Fair Value per sq m lettable area by location. The average Fair Value per sq m of the portfolio amounts to 1,848 EUR. The highest average Fair Value per sq m (3,997 EUR) is in Cologne (among other locations).



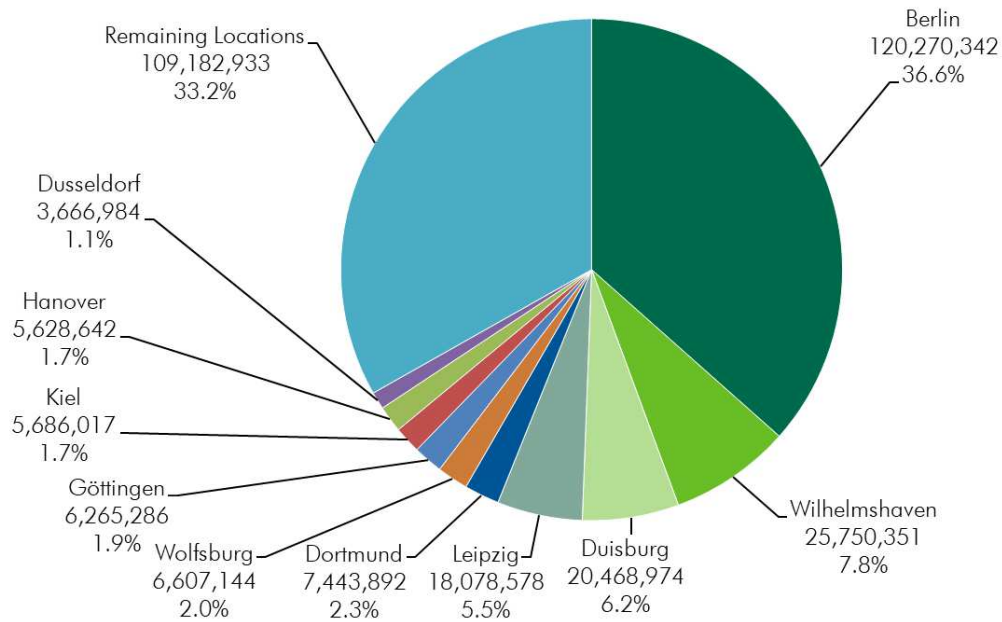
## 2.4 Total Lettable Area (sq m) by top 10 locations

The total lettable area of the portfolio amounts to 4,558,770 sq m. With 1,389,853 sq m the properties located in Berlin have the largest proportion, accounting for 30.5% of the portfolio's total area. Approximately 8.9% of the total area is located in Wilhelmshaven (406,473 sq m), 6.7% in Duisburg (305,003 sq m), 5.6% in Leipzig (254,719 sq m), 2.2% in Dortmund (102,251 sq m), 1.9% in Wolfsburg (87,623 sq m), 1.9% in Göttingen (85,238 sq m), 1.5% in Kiel (66,768 sq m), 1.4% in Hanover (63,824 sq m) and 0.8% in Dusseldorf (36,839 sq m) These top 10 locations account for around 61% of the total lettable area of the portfolio. Lössnitz has the smallest proportion (included in the remaining locations) with 0.001% (48 sq m).



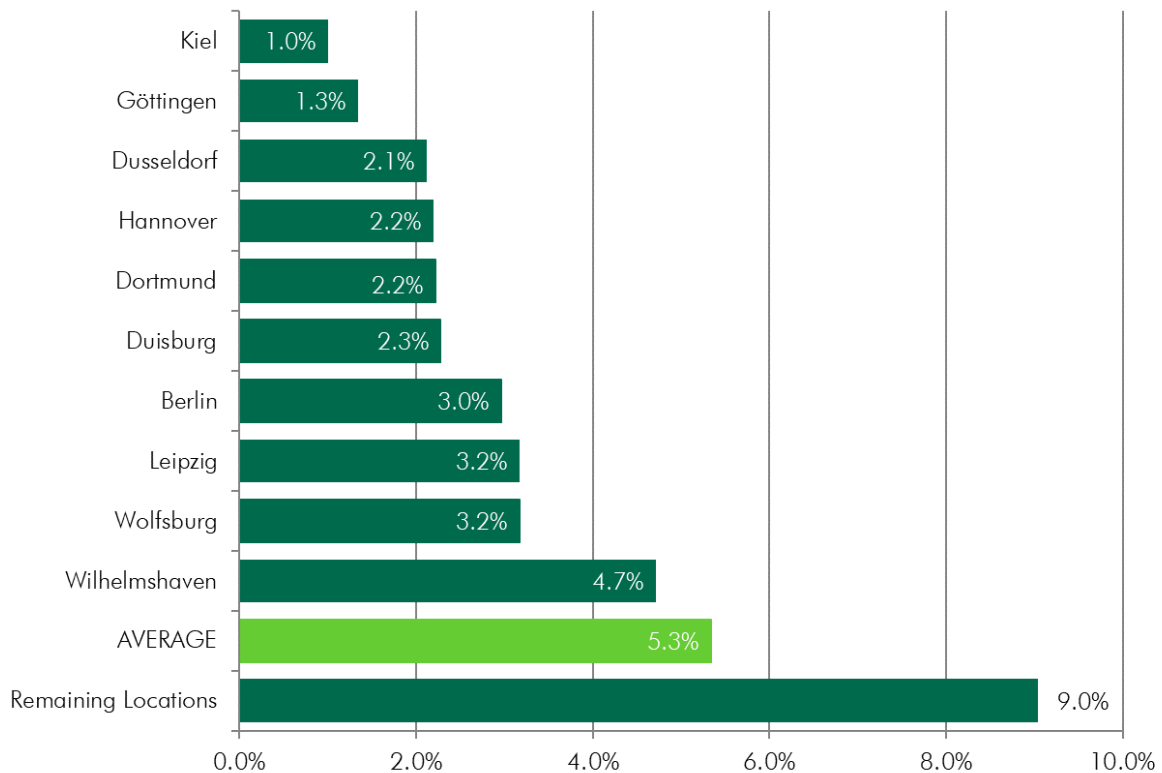
## 2.5 Current Gross Rental Income (EUR p.a.) by top 10 locations

The current annual gross rental income of the portfolio (current annual rent per month according to tenancy schedule x 12) amounts to 329,049,144 EUR. The properties located in Berlin have the highest proportion of the current gross rental income (120,270,342 EUR). Wilhelmshaven is the location with the second largest proportion of the gross rental income (25,750,351 EUR), followed by Duisburg (20,468,974 EUR), Leipzig (18,078,578 EUR), Dortmund (7,443,892 EUR), Wolfsburg (6,607,144 EUR), Göttingen (6,265,286 EUR), Kiel (5,686,017), Hanover (5,628,642) and Dusseldorf (3,666,984). These top ten locations account for approx. 67% of the total portfolio's Current Gross Rental Income. Lössnitz has the smallest proportion (remaining locations) with 0.0% (0 EUR) as the property at this location is 100% vacant.



## 2.6 Vacancy Rate by top 10 locations

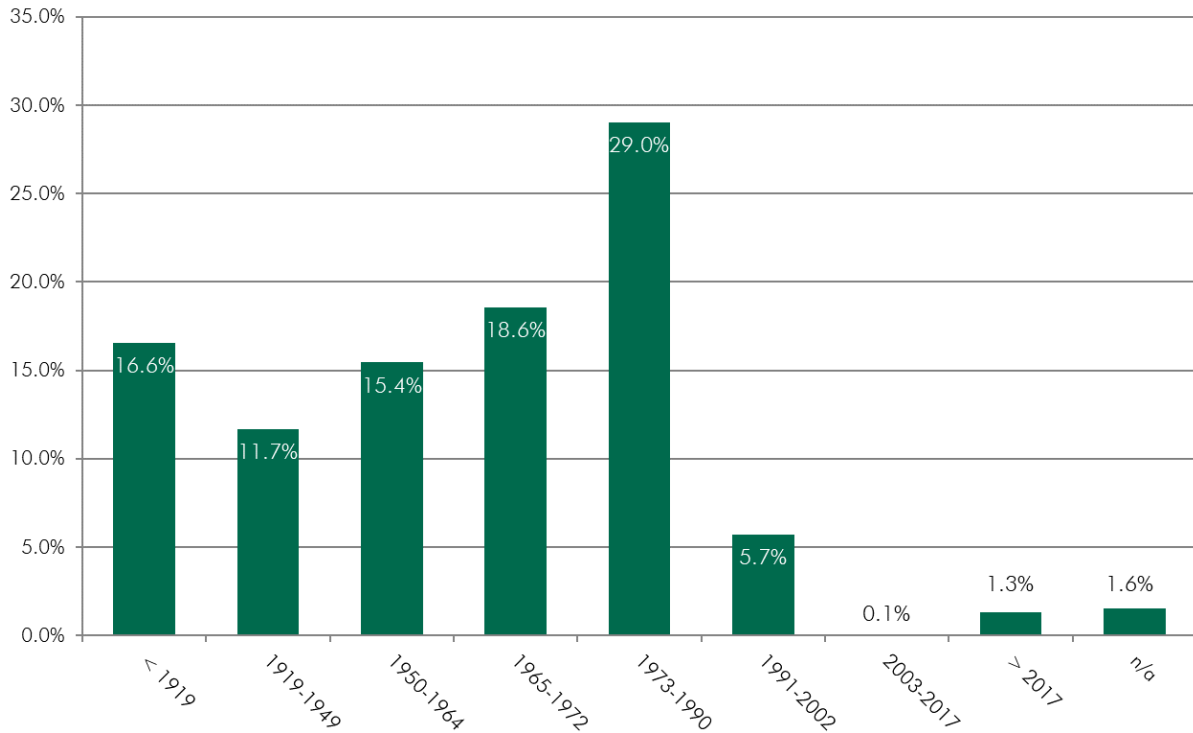
The average vacancy rate of the portfolio is 5.3%. There are several locations included in the remaining locations where the properties are fully let. The properties located in Berlin, the location with the highest proportion of Fair Value, have an average vacancy rate of 3.0%.



## 2.7 Lettable Area by Period of Construction

As shown below, the properties in the portfolio have a wide range of construction dates. Buildings with the date of construction between 1973-1990 (29.0% of the lettable area) have the largest proportion in the portfolio. Buildings with construction dates between 1965-1972 (18.6% of the lettable area) have the second largest and buildings with construction dates between before 1919 (16.6% of the lettable area) have the third largest proportion in the portfolio.

For 58 valuation units (1.6%), we have not been provided with information concerning the exact construction year by the Company.



## 2.8 Portfolio Breakdown

The following table shows the breakdown of valuation key figures at sub-portfolio level.

Portfolio	Residential Units	Commercial Units	Total Area sq m	Vacancy Rate %	GRI on Current EUR	GRI on Market EUR	Fair Value	
							EUR	EUR/sq m
ADO	16,199	1,469	1,232,939	2.5%	103,728,985	101,058,970	3,811,892,000	3,092
Adler	24,615	509	1,533,929	7.8%	103,431,995	120,724,153	2,038,540,000	1,329
Westgrund	16,641	271	1,078,183	6.0%	67,809,834	79,801,739	1,421,223,000	1,318
BCP	11,869	204	713,720	3.9%	54,078,329	64,580,299	1,152,436,000	1,615
<b>TOTAL / AVERAGE</b>	<b>69,324</b>	<b>2,453</b>	<b>4,558,770</b>	<b>5.3%</b>	<b>329,049,144</b>	<b>366,165,161</b>	<b>8,424,091,000</b>	<b>1,848</b>

### 3 EXPLANATION OF VALUATION

#### 3.1 Inspections

In accordance with the Company's instruction, the valuation of the assets has been carried out at an individual asset level. For the purpose of the inspections we amalgamated the assets into homogeneous clusters. The cluster criteria are location and situation, type of asset, condition and date of construction.

For the inspections, a reference asset was selected from each cluster, on the basis of the desktop analysis and the information available.

During our inspections, we verified that each of the buildings of the valuation clusters were consistent and checked whether adjoining buildings had homogeneous characteristics that could enable them to be amalgamated.

Internal and external parking units and other rent-earning units such as antennas are part of a building unit, except if they are economically independent units.

At cluster level, we made an assessment of the situation ("micro location"), the quality level according to the local rental table, the condition of the buildings (asset score) and the typical condition of the apartments, as a basis of our allowances for regular maintenance and tenant improvement costs.

At asset level, the basis of valuation calculations, we took individual account of asset-specific parameters such as administration costs, structural vacancy, current rent, market rent, public subsidy (if any), ground leases (where appropriate) and relevant entries in section II of the land register.

Since 2015 all the properties included in the ADO portfolio have been fully inspected (internal and external inspection) at least once as part of the previous valuations (see preamble). As part of the half-year and year-end valuations, CBRE conducts again external inspections of the entire portfolio. Therefore, CBRE inspected a total of 149 properties in 2020 which accounts to approx. 19% of the total portfolio's Fair Value and approx. 11% of the total lettable area.

As agreed with the Company, CBRE has not yet inspected all the properties in the Adler, Westgrund and BCP sub-portfolios. CBRE has so far inspected 826 properties in these sub-portfolios, which were inspected between 10 June 2020 and 05 November 2020. The proportion of the valuation units inspected accounts for approximately 28% of the combined portfolio's total Fair Value and to approximately 36% of the portfolio's total lettable area.

CBRE had access to the subject properties in order to carry out the inspections. We have not carried out any building surveys. The properties have not been measured as part of CBRE's inspection nor have the services or other installations been tested. All of CBRE's conclusions resulting from the inspection are based purely on visual investigations without any assertion as to their completeness.

We would expressly draw your attention to the fact that, in the case of valuations where CBRE does not carry out an inspection, individual property and location characteristics are generally not assessed to the same degree as in the case of a full inspection. The assumptions concerning the factors which affect value - specifically the location, the site and the building quality i.e. the general condition - may, therefore, deviate from the actual characteristics and consequently result in a deviational Value.

Similarly, a plausibility check of the information which was made available to us (e.g. a floor schedule) will not be possible without carrying out an inspection.

## **3.2 Method of Valuation**

### **3.2.1 Discounted Cash Flow (DCF)**

The determination of the Fair Value of the individual assets has been carried out using the internationally recognised Discounted Cash Flow (DCF) method. This method, which is based on dynamic investment calculations, allows valuation parameters to be reflected explicitly and, therefore, combines a transparent arithmetical determination of Market Value with comparison elements (in relation to market rents, costs, Fair Value etc.). In the DCF method, the future income and expenditure flows associated with the subject asset are explicitly forecasted over a 10-year period of detailed consideration, assuming a letting scenario which does not take into account any potential privatisations of individual apartments. The cash flows calculated for the period of detailed consideration are discounted, monthly in advance, to the date of valuation, allowing the effect on the current Market Value of the receipts and payments at varying dates during the 10-year period to be properly reflected.

The discount rate chosen reflects not only the market situation, location, condition and letting situation of the asset and the yield expectations of a potential investor but also the level of security of the forecast future cash flows. As the discounting process means that the effect of future cash flows reduces in importance while at the same time the uncertainty of forecasting tends to increase over time, it is usual in real estate investment considerations for the sustainable net rental income after a ten-year time horizon (the period of detailed consideration) to be capitalised, using a growth-implicit yield, and then discounted to the date of valuation.

The assumptions adopted in the valuation model reflect the average estimates based on comparable data (if available) that would be made at the respective date of valuation by investors active in the market. The result of the DCF method is, therefore, the price that a relevant investor in the market would be prepared to pay for the asset at the respective date of valuation, in order to achieve a return from the proposed investment that is in line with present asset market expectations.

### **3.2.2 Rental Values**

Rental values indicated in this Valuation Report are those which have been adopted by us as appropriate in assessing the capital value or the letting potential of the properties, subject to market conditions that are either current or expected in the short term. They are mainly based on recent lease agreements within the properties, our experience of the markets and our knowledge of actual comparable market activity.

## **3.3 General Valuation Assumptions**

### **3.3.1 The Properties**

Landlord's fixtures such as lifts, escalators, central heating and other normal service installations have been treated as an integral part of the building and are included within our valuations. Tenant-specific process plant and machinery, tenants' fixtures and specialist trade fittings have been excluded from our valuations.

### **3.3.2 Repair and Condition**

We have not carried out building surveys, tested services, made independent site investigations, inspected woodwork, exposed parts of the structure which were covered, unexposed or inaccessible, nor arranged for any investigations to be carried out to determine whether or not any deleterious or hazardous materials or techniques have been used, or are present, in any part of the properties. We are unable, therefore, to give any assurance that the properties are free from defect.

- a. In the absence of any information to the contrary, we have assumed that:
- b. there are no abnormal ground conditions, nor archaeological remains, present which might adversely affect the current or future occupation, development or value of the properties;
- c. the properties are free from rot, infestation, structural or latent defect;



- d. no currently known deleterious or hazardous materials or suspect techniques, including but not limited to Composite Panelling, have been used in the construction of, or subsequent alterations or additions to, the properties; and
- e. the services, and any associated controls or software, are in working order and free from defect.

We have otherwise had regard to the age and apparent general condition of the properties. Comments made in the property details do not purport to express an opinion about, or advise upon, the condition of uninspected parts and should not be taken as making an implied representation or statement about such parts.

### **3.3.3 Floor Areas**

If not otherwise stated, we have not measured the properties but have relied upon the schedules of area that were provided to us within the tenancy lists and the technical due diligence assessment. In undertaking our work, we have assumed that these floor areas are correct.

### **3.3.4 Title, Tenure, Planning and Lettings**

Unless stated otherwise within this Report and in the absence of any information to the contrary, we have assumed that:

- a. the Properties possess a good and marketable title free from any onerous or hampering restrictions or conditions;
- b. all buildings have been erected either prior to planning control, or in accordance with planning permissions, and have the benefit of permanent planning consents or existing use rights for their current use;
- c. the Properties are not adversely affected by town planning or road proposals;
- d. all buildings comply with all statutory and local authority requirements including building, fire and health and safety regulations;
- e. there are no tenant's improvements that will materially affect our opinion of the rent that would be obtained on review or renewal;
- f. tenants will meet their obligations under their leases;
- g. there are no user restrictions or other restrictive covenants in leases which would adversely affect value;
- h. where appropriate, permission to assign the interest being valued herein would not be withheld by the landlord where required; and
- i. vacant possession can be given of all accommodation which is unlet or is let on a service occupancy.

### **3.3.5 Infrastructure and Services**

It is assumed that all the sites are serviced within the meaning of paragraph 123 of the German statutory building code (Baugesetzbuch § 123) i.e. that they are connected to the road system, service mains (water, electricity, gas and district heat) and sewers (for both waste and surface water) and that refuse collection was provided.

### **3.3.6 Taxes, Insurance**

In undertaking our valuation, we have assumed that:

- a. all public taxes, contributions, charges etc. which could have an impact on value will have been levied and paid as at the date of valuation.
- b. the subject properties are covered by a valid insurance policy that is adequate both in terms of the sum assured and the types of potential loss covered.

### 3.3.7 Purchaser's Costs

**Notary and legal fees:** The allowance for each individual property of 0.30% to 1.10% is in line with average costs for notarizing a purchase contract (compulsory under German law), land registry costs and miscellaneous legal charges and depends on the volume of the individual property.

**Agent's fees:** In the German market it is common for the purchaser to be responsible for paying all or at least part of the agent's fees. We have therefore adopted a level for each individual property of 1% to 3%.

**Land transfer tax:** Under German tax law, a transfer tax based on the purchase price has to be paid on property purchase. This is generally paid by the purchaser. The tax rate is different in each of the German federal states; as at the date of valuation the relevant rates were as follows:

Federal State	Land Transfer Tax Rate
Berlin	6.00%
Brandenburg	6.50%
Bremen	5.00%
Hesse	6.00%
Mecklenburg-Western Pomerania	6.00%
Lower Saxony	5.00%
North Rhine-Westphalia	6.50%
Rhineland-Palatinate	5.00%
Saxony	3.50%
Saxony-Anhalt	5.00%
Schleswig-Holstein	6.50%
Thuringia	6.50%

### 3.4 Valuation Parameters

The assessment of Fair Value is based on future cash flows, which reflect normal market expectations taking into account past figures from the subject assets or comparable investments. The valuation parameters have been assessed by CBRE, using its best judgement, based on the information provided by the Company.

Under German law, neither management nor maintenance costs are transferable to residential tenants. We have applied our considerable property management experience for the purposes of this valuation. The amounts reflected depend on the number of properties or, in the case of maintenance, the age and condition of the buildings.

#### 3.4.1 Non-Recoverable Management Costs

Residential leases generally involve non-recoverable management costs. For the purposes of this valuation and on the basis of experience of CBRE and an analysis of costs of public and private housing associations, non-recoverable management costs have been allowed for at between 200 EUR and 350 EUR per residential unit p.a. (depending on the number of residential units in the individual building and the assumed expense). For the co-living apartment complex (VU\_6115.001) we have assumed non-recoverable management costs of 450 EUR per unit p.a.

The weighted average non-recoverable management costs amount to 248 EUR per residential unit p.a.

For the commercial units we have allowed non-recoverable management costs of 3% of the gross rental income on potential rent.

For parking we have allowed average non-recoverable management costs of 37 EUR per year per unit.

### 3.4.2 Non-recoverable Costs for regular Maintenance

The annual costs per square metre of the lettable area adopted for the purposes of this valuation are average figures for the types of use concerned, arrived at on the basis of experience by CBRE and the analysis of costs of similar buildings by third-party firms. They take into account the necessary cost inputs for long-term operation of the assets. The maintenance and repair costs allowed for in the valuation are between 8.00 EUR per sq m p.a. and 12.75 EUR per sq m p.a, with a weighted average of 9.80 EUR per sq m p.a. These figures reflect the age and the state of repair of the subject properties. The existence of a lift system is taken into account with an additional 1.25 EUR per sq m p.a. For listed monuments we assumed an increase of ongoing maintenance costs of 10%. For internal parking (garages/underground parking) we have assumed between 0 EUR to 70 EUR per year per unit and for external parking spaces 30 EUR per year per unit.

### 3.4.3 Non-recoverable Costs for Tenant Improvements

Under German law, it is frequently the tenant's responsibility to carry out decorative and minor repairs.

Upon a change in tenants, however, additional expenses for basic repairs and renovation of the interior of the individual rental units must be incurred, e.g. in the bathrooms and kitchens of residential space, to facilitate renewed letting.

For each of the valuation units we have adopted an amount, based on current market experience, for initial refurbishments or in case of tenant fluctuation as follows:

- 0 EUR per sq m on to 150 EUR per sq m for residential space (weighted average of 53 EUR per sq m)
- 30 EUR per sq m for retail space
- 60 EUR per sq m on to 115 EUR per sq m for office space
- 20 EUR per sq m on to 85 EUR per sq m for other commercial space

Average maintenance costs and costs for tenant improvement for residential area sum up to approximately 14.95 EUR per sq m p.a.

### 3.4.4 Non-recoverable Service Charges on vacant Space

This refers to a reserve for costs such as charges that would normally be borne by the tenant such as heating costs, and property tax but due to the vacancy cannot be recovered. Based on the analysis of the German Tenant Association ("*Deutscher Mieterbund*") a level of 2.00 EUR per sq m per month has been adopted for vacant residential accommodation. For commercial units, a level of 1.00 EUR per sq m per month has been chosen.

### 3.4.5 Void Period for currently vacant Space/ Future Void Periods on Re-Letting

Currently, the portfolio has a weighted average vacancy rate of 5.3% (weighted by area). On re-letting of rental units currently occupied as well as for future vacant accommodation, a void period of one to six months for residential units (average of approximately 1.3 months) has been assumed. Our assumptions are based on experience of the local property market and depend on the quality of situation, the respective condition of the individual property and the current rental situation.

Depending on the quality of situation and the respective property, character of the commercial unit, the current rental situation and the local vacancy rate we have assumed an initial downtime until structural vacancy of six to 36 months for commercial space. For future vacant accommodation, a void period of three to six months for commercial units has been assumed.

The only exception are the following valuation units:

Valuation Unit	Postal Code	City	Address	Use
VU_2300.006	58095	Hagen	Körnerstr. 81-83	Retail
VU_1010.038	30419	Hannover	Harzburger Str. 18, 20	Retail
VU_1008.070	01589	Riesa	Hauptstr. 11	Retail
VU_2100.016	15232	Frankfurt (Oder)	Tunnelstr. 46	Commercial
VU_2280.028	18057	Rostock	Parkstr. 59	Commercial
VU_2300.036	40227	Düsseldorf	Josefstr. 25	Commercial
VU_2170.043	47805	Krefeld	Viersener Str. 8-12 (even)	Commercial
VU_2200.001	09112	Chemnitz	Barbarossastr. 88	Commercial
VU_2200.014	09125	Chemnitz	Annaberger Str. 359	Commercial
VU_2200.011	09126	Chemnitz	Bernsdorfer Str. 82	Commercial
VU_2140.072	09130	Chemnitz	Gießstr. 45	Commercial
VU_2270.011	09131	Chemnitz	Franz-Wiesner-Str. 15	Commercial
VU_2290.008	01109	Dresden	Königsbrücker Landstr. 55	Commercial
VU_2100.151	01705	Freital	Dresdner Str. 18	Commercial
VU_2140.076	09212	Limbach-Oberfrohna	Friedrichstr. 6	Commercial
VU_2100.055	08412	Werdau	Ronneburger Str. 53	Commercial
VU_2290.033	08058	Zwickau	Döhnerstr. 12-14	Commercial
VU_1010.040	30916	Isernhagen	An der Riehe 31, 33 (odd)	Commercial
VU_1010.015	09113	Chemnitz	Blankenauer Str. 12	Commercial
VU_1010.016	09119	Chemnitz	Chopinstr. 39	Commercial
VU_1008.011	09131	Chemnitz	Emilienstr. 47, 49	Commercial
VU_1008.012	09131	Chemnitz	Emilienstr. 63, 65	Commercial
VU_1008.019	01217	Dresden	Boderitzer Str. 79	Commercial
VU_1008.004	04600	Altenburg	Heinrich-Mann-Str. 2	Commercial
VU_1008.022	99089	Erfurt	Fritz-Büchner-Str. 17	Commercial
VU_1008.033	07743	Jena	Hufelandweg 16	Commercial

These valuation units contain commercial areas that are currently in a non-lettable condition according to the rent roll provided. Therefore, we have assumed no re-letting for those units. In our valuation model we therefore assumed an initial downtime of 150 months (beyond the 10-year period of detailed consideration).

### 3.4.6 Deferred Maintenance Costs (structural Costs)

In addition to the non-recoverable ancillary costs, which are deducted monthly from the gross rental income during the period of detailed consideration, capital expenditure on repair and maintenance work already planned at the date of valuation has also been reflected. CBRE has not undertaken technical surveys.

Based on our inspections and the information which we were provided with, it is our opinion that the overall condition of the buildings and its technical equipment has been regularly maintained.

The calculations of outstanding, structural maintenance costs in year one are mainly based on the information provided by the Company. In total, we have adopted an amount for deferred maintenance costs of 75,232,815 EUR in this valuation.

### 3.4.7 Structural Vacancy

Currently, the average vacancy rate for residential area of the portfolio is 4.9% (weighted by area). We are assuming that the weighted average vacancy rate for residential area in the portfolio has the potential to decrease to a structural vacancy rate on average of approx. 2.02% with a range of 0% to 10% on asset level.

The only exception to this are 54 valuation units at locations such as e.g. Aue, Aschersleben, Chemnitz and Zwickau. These valuation units contain residential space that is currently disused and not lettable according to the rent roll provided and information given by the Company. Therefore, we have assumed a structural vacancy rate between 15% and 100%, depending on the total amount of residential space that is affected.

Taking these valuation units into account we are assuming that the weighted total average vacancy rate for residential area of the portfolio has the potential to decrease to a structural vacancy rate of approx. 2.17% with a range of 0% to 100% at asset level.

In addition to the structural vacancy rate for residential area we have calculated a turnover vacancy between one to six months which corresponds to 0.5% to 5% on asset level, with an average of approx. 0.9%.

Commercial- units were not subject to this modelling process. The cash flow from the commercial units is oriented on the lease data. If these were not available, CBRE assumed a remaining lease term of three years (31 December 2023).

### 3.4.8 Fluctuation Rate

In our valuation we assumed fluctuation rates for residential properties between 6% to 12%, with an average of approx. 9.21%. The range of fluctuation rates is based on our own annual survey of rent rolls, statistics and additional estimates for all approximately 400 cities and districts in Germany.

The only two exceptions are the valuation unit VU\_8031 (Löwenberger Str. 2, 4, Berlin) and the co-living apartment complex (VU\_6115.001). Due to the fact that valuation unit VU\_8031 has almost entirely small apartments with a higher fluctuation rate we have assumed a fluctuation rate of 15%. As co-living apartments are typically aimed at short-term occupation we have assumed a higher fluctuation rate of 33% for valuation unit VU\_6115.001.

### 3.4.9 Credit Loss

We have not conducted credit enquiries on the financial status of any tenants. We have, however, reflected our general understanding of purchasers' likely perceptions of the financial status of tenants. In the absence of information to the contrary, we have assumed that there are no significant rent arrears.

### 3.4.10 Inflation and Rental Growth

Taking explicitly into account inflation, we have assumed annual rates of 1.60% in year 1 and 2.0% in year 2. For the following years we have also assumed an inflation rate of 2.0%.

Anticipated growth of residential market rents has been explicitly reflected on a city/ district basis in eight segments with rates ranging between 0.3% and 3.0% in year 1 to 5 and with rates ranging between 0.25% and 2.0% in year 6 to 10 reflecting the following:

- household trend in the last 12 years (source: official statistics)
- household forecast 2025 (source: official statistics)
- purchasing power index, latest available figures (source: gfk Nuremberg)
- GDP per capita, latest available figures (source: official statistics)
- Prognos Sustainability Rating
- Vacancy Index, latest available figures (source: CBRE-empirica-vacancy-index)
- Residential rental forecast, latest available figures (source: BulwienGesa AG)
- CBRE Rental Database with more 6 million entries

The base case has been individually adjusted considering the respective situation and property condition.

Due to the law for rent control in the housing sector in Berlin („Rental Freeze“), the rental growth derivation as described has no validity for affected properties during the duration of this law. For further information please refer to the headline “Market Conditions” and “Market Rent”.

### 3.4.11 Selection of Discount Rate and Capitalization Rate

The Capitalisation Rate is derived from the average Net Initial Yield (“NIY”) achieved in comparable transactions involving residential properties that were observed by CBRE and reflects the market situation and the yield expectations of a potential investor. It includes rental growth assumptions implicitly. The Discount Rate, which explicitly reflects rental growth in the cash flows, is derived from the Capitalisation Rate plus the average rental growth assumptions.

The Discount Rate and Capitalisation Rate are adjusted individually for each local market to be valued, in accordance with the following criteria:

- Quality of the location
- Demand and levels of value in the relevant local real estate market
- The prospects for the local market
- Development of rents and prices (yield compression)

The assessment of the Discount Rate and Capitalisation Rate for the individual property involves several components. Starting from a basic rate for each location, additions and deductions are made according to various criteria specific to the buildings concerned:

Adjustment for commercial proportion		
Commercial proportion up to	5%	0.00%
Commercial proportion up to	20%	0.25%
Commercial proportion up to	50%	0.50%
Commercial proportion up to	50%	1.00%
Adjustment for quality of situation		
Very good residential area	1	-0.50%
Good residential area	2	-0.25%
Medium residential area	3	0.00%
Modest residential area	4	0.25%
Adjustment for size of building		
No. of storeys: up to	4	0.00%
No. of storeys: up to	6	0.10%
No. of storeys: more than	7	0.20%
Adjustment for type of building		
Detached house	1	-1.00%
Duplex/semi-detached/terraced house	2	-0.75%
Apartment building	3	0.00%
Other adjustments		
Addition for stove heating		0.40%
Addition for ground lease		0.25%
Deduction for new buildings		-0.50%

Additionally, the Discount Rate and Capitalisation Rate can be adjusted individually in accordance with the following criteria:

- The current letting situation in the property as regards vacancy, over-rented or under-rented status, the quality of the tenancy structure, and for commercial leases the remaining lease term, the indexation provisions and extension options
- The nature of the property, its age, size and condition
- Additional risk adjustments to take into account uncertainties in the forecasting of future cash flows

For example, the limited risk of a lower subsidised rent compared to rents on market level can be reflected in a reduced Discount Rate and/or Capitalisation Rate. On the other hand, a current rent above market level implies the risk that the current rent cannot be achieved in the future; to reflect this a risk premium is appropriate and required.

The Capitalisation Rate is used to capitalise the net rental income after the cashflow period (“Exit Value”). This net rental income comprises the assumed rental income at that time less the non-recoverable operating costs.

The cash flows and the Exit Value are discounted using the selected Discount Rate, monthly in advance.

The resulting net present values were checked against our analysis of comparable transactions (if available) from the sale price data collected by the relevant local valuation committee (*Gutachterausschuss*) and an analysis of the internal lease and sale database of the CBRE Valuation Department. If necessary, in the absence of transaction data, asking prices for comparable assets on offer at Value AG were also considered. If, in particular instances, results of our DCF calculations were found not to reflect the Fair Value of an individual building, the calculation was adjusted by means of a change in the discount rate and Capitalisation Rate using expert and experienced judgement.

For the subject properties we have adopted a Discount Rate of 3.10% to 11.60% (weighted average of 4.54%) and an Exit Cap Rate of 1.18% to 10.60% (weighted average of 2.93%).

### 3.4.12 Market Rent

The market rents adopted for properties which are not governed by the capping of rents of new leases (“*Mietpreisbremse*”) are in accordance with the results of the recent lease agreements (12 months), our internal CBRE rental data base and other internal sources, the internet data base Value AG (asking rents) and the local rental tables (*Mietspiegel*) for residential rents, if available.

Since 1 June 2015 the capping of rents of new leases has been in force, which enables the federal states to establish individual decrees. The law limiting rent increases (*MietNovG*) upon re-letting of existing residential units in regions with low supply only allows an increase of rent up to local rental table level plus 10%. This law originally applied for five years and has now been prolonged until 2025. There are, however, exceptions: residential units completed after 1 October 2014 are not affected as well as rent increases reflecting modernisation works, pursuant to § 559 section 1 to 3 BGB (German civil code). In such cases, 11% of the total CapEx may still be recouped from the tenant each year. This law also does not apply to the small market segment of furnished apartments.

The city states Berlin, Bremen and Hamburg were joined by more than 300 local authorities in the federal states of Baden-Württemberg, Bavaria, Brandenburg, Hesse, Lower Saxony, Mecklenburg-Western Pomerania, North Rhine-Westphalia, Rhineland-Palatinate, Schleswig-Holstein and Thuringia in introducing the *Mietpreisbremse* (capping of rents on re-letting). However, according to CBRE research, neither Bremen nor approx. 200 of these local authorities have either a simple or qualified rent index (as at 31 December 2020).

In our valuation, for the determination of the market rent of properties located in cities where the brake on rents (*Mietpreisbremse*) has already been implemented we have adopted the below-explained approach.

1. The upper limit of market rents (rents upon re-letting) is determined on rental unit level. An auxiliary calculation provides an overview of market rents on property level based on the weighted floor areas of the individual residential units.
2. In cases where the subject property’s rents upon re-letting are not aligned with the Local Rental Table (*Mietspiegel*), we have calculated the maximum rents upon re-letting, which can be adopted, as follows:  
(Local Rental Table Average plus Local Rental Table Maximum) / 2 + 10%
3. Additional Check: if the last rent of an apartment is higher than the calculated rent upon re-letting, then the last rent is taken into consideration
4. Should the determined upper limit of the market rent exceed the rent achieved by documented recent leases, we then do not adopt the higher rent by default but the actually achievable rent.
5. For locations where the capping of rents of new leases applies without any existing local rental table we determine the market rent as before the introduction of the capping.

## Berlin Rental Freeze

Since the beginning of 2019, there have been public discussions about a rental freeze proposition for rental apartments in Berlin. The Berlin Parliament (“Berliner Abgeordnetenhaus”) finally enacted a law for rent control in the housing sector (“MietenWoG Bln”) on 30 January 2020. The law came into force as at 23 February 2020 by publication in the Berlin bulletin for legislation (“Berliner Gesetzes- und Verordnungsblatt”). Berlin is the first federal state to pass such a law.

The Berlin Rental Freeze mainly stipulates that rents of existing and new leases for rental apartments built before 2014, with the exception of publicly subsidized residential space and special care homes, will be frozen for five years at the level as at 18 June 2019.

For new lease agreements, since the effective date, the last effectively agreed rent in accordance with the rental table (§ 6 and § 7 MietWoG Bln) plus possible, individual premiums and discounts applies as follows:

Date of first tenancy and fit-out	Rent per sq m per month
until 1918 with central heating and with bathroom	6.45 €
until 1918 with central heating or with bathroom	5.00 €
until 1918 without central heating and without bathroom	3.92 €
1919 to 1949 with central heating and with bathroom	6.27 €
1919 to 1949 with central heating or with bathroom	5.22 €
1919 to 1949 without central heating and without bathroom	4.59 €
1950 to 1964 with central heating and with bathroom	6.08 €
1950 to 1964 with central heating or with bathroom	5.62 €
1965 to 1972 with central heating and with bathroom	5.95 €
1973 to 1990 with central heating and with bathroom	6.04 €
1991 to 2002 with central heating and with bathroom	8.13 €
2003 to 2013 with central heating and with bathroom	9.80 €

Furthermore, paragraph 5 redefines the upper limit for existing rents which are not allowed to be exceeded more than 20% in accordance with:

- a rental table, with basis rents depending on the construction date and the general fit-out (§ 6, section 1);
- a 10% increase for (semi-)detached houses (§ 6, section 2);
- one Euro per sq m increase of the upper limit if there is a modern fit-out (§ 6, section 3) with at least three out of the following five characteristics; at-grade entrance to passenger lift, fitted kitchen, high-quality sanitary accessories, high-quality floor covering and energy consumption below 120 kWh (m<sup>2</sup> p.a.);
- a premium or discount depending on the residential area (§ 5, section 1);

With regards to new leases, since 23 February 2020, their rent level has to be calculated similarly, excluding the premium or discount depending on the residential area and without the 20% tolerance limit. For all leases which had been concluded before 23 February 2020, landlords have to inform their tenants within two months after the publication of the law about the calculation of the upper limit and the adjustment of the rent (§ 6, section 4).

Rents of existing leases as well as of new leases can be increased by a maximum of one Euro per sq m after a comprehensive modernization if it is carried out after the publication of the law (§ 7).

According to § 3, section 4, starting from 1 January 2022, the frozen rent level will be allowed to increase by a maximum of 1.3% annually, in line with the inflation rate, however, the upper limit of the rent is not allowed to be exceeded.

Since 31 March 2020, we have adopted and changed our rental cashflow model within our valuations for residential properties in Berlin, in accordance with the Berlin Rental Freeze law.



For new leases, most of our clients have agreed with the tenant that he/she pays the rent in accordance with the new regulation and transfers the difference up to a market rent under the federal rental brake regime to an escrow account until there is a final legal decision.

### **3.4.13 Hereditary Building Right/ Ground Lease**

According to the information provided by the Company, 110 valuation are held on heritable building rights/ ground leases. 20 of these 110 valuation units which are held on heritable building rights/ ground leases are divided into condominiums in accordance with the German Condominium Act (“Wohneigentumsgesetz - WEG”).

The proportion of valuation units affected amounts to approx. 2.1% of the portfolio’s total Fair Value. The weighted expiration year in relation to the total fair value is 2085.

The relevant valuation units, the ground rents and the individual expiry dates are shown in the table below.

Valuation Unit	Postal Code	City	Address	Ground Rent	Expiration Date
				EUR p.a.	
VU_2400.002	28259	Bremen	Flämische Str. 4	45,360	2194-12-31
VU_2400.003	28259	Bremen	Oldeog 3,5; Robinsbalje 29, 31	50,748	2194-12-31
VU_2400.004	27568	Bremerhaven	Bürgermeister-Smidt-Str. 220	8,088	2194-12-31
VU_2400.006	27570	Bremerhaven	Grashoffstr. 42	8,107	2194-12-31
VU_2400.007	27570	Bremerhaven	Schönianstr.14-36 (even); Kanalstr.6	46,260	2194-12-31
VU_2400.008	27570	Bremerhaven	Straßburger Platz 3-5 (odd); Friedrich-Ebert-Str. 81-85 (odd)	26,796	2194-12-31
VU_2400.005	27574	Bremerhaven	Carsten-Lücken-Str.133-141 (odd); Vielände	31,032	2194-12-31
VU_2400.009	27753	Delmenhorst	Holbeinstr. 4-10 (even)	43,334	2194-12-31
VU_2260.021	26382	Wilhelmshaven	Banter Weg 148; Goethestr. 16; Otto-Meent	1,370	2053-12-31
VU_2260.029	26384	Wilhelmshaven	Zedeliusstr. 3	110	2059-12-31
VU_2260.215	26384	Wilhelmshaven	Zedeliusstr. 3-7a (odd)	3,437	2059-12-31
VU_2260.032	26386	Wilhelmshaven	Allmersstr. 30-36 (even)	3,526	2059-12-31
VU_2260.012	26388	Wilhelmshaven	Albrechtstr. 98; Weichselstr. 8-18 (even)	790	2053-12-31
VU_2260.013	26388	Wilhelmshaven	Albrechtstr. 89; Glettkauer Weg 9, 15; Plauenstr. 18-20, 22	1,651	2053-12-31
VU_2260.015	26388	Wilhelmshaven	Gnesener Str. 39; Weichselstr. 2-6 (even), 7-	1,729	2053-12-31
VU_2260.019	26388	Wilhelmshaven	Braunschweigstr. 6, 12; Ermlandstr. 4	5,530	2053-12-31
VU_2260.024	26388	Wilhelmshaven	Albrechtstr. 91; Neißestr. 15; Nogatstr. 11-2	3,147	2053-12-31
VU_2260.027	26388	Wilhelmshaven	Albrechtstr. 86, 88; Gnesener Str. 55-99 (odd); Helaweg 19, 22, 26	3,258	2053-12-31
VU_2260.033	26388	Wilhelmshaven	Gnesener Str. 21, 27; Helaweg 15; Weichse	2,230	2053-12-31
VU_2260.037	26388	Wilhelmshaven	Albrechtstr. 76-84 (even); Braunschweigstr. 20, 22; Gnesener Str. 2, 9; Graudener Str. 3, 5; Helaweg 11, 16, 18; Oderstr. 12, 14; Salzastr. 58-62 (even)	2,533	2053-12-31
VU_2260.038	26388	Wilhelmshaven	Allensteinweg 5-11 (odd)	383	2053-12-31
VU_2260.040	26388	Wilhelmshaven	Helaweg 1b-7 (odd), 4, 6	1,740	2053-12-31
VU_2260.042	26388	Wilhelmshaven	Nakeler Str. 10-14 (even); Oderstr. 2a-b	4,018	2053-12-31
VU_2260.046	26388	Wilhelmshaven	Stutthofer Zeile 2, 2a; Tiegenhofer Zeile 1-2a	998	2053-12-31
VU_2260.049	26388	Wilhelmshaven	Nakeler Str. 8	269	2053-12-31
VU_2260.059	26388	Wilhelmshaven	Weichselstr. 50a-c	176	2053-12-31
VU_2260.060	26388	Wilhelmshaven	Weichselstr. 50c	173	2053-12-31
VU_2260.069	26388	Wilhelmshaven	Weichselstr. 50d	577	2053-12-31
VU_2260.074	26388	Wilhelmshaven	Gdingener Str. 19-23 (odd)	4,266	2057-12-31
VU_2260.093	26388	Wilhelmshaven	Neuteicher Str. 2	134	2053-12-31
VU_2260.097	26388	Wilhelmshaven	Soldauer Weg 2	268	2053-12-31
VU_2260.140	26388	Wilhelmshaven	Brahestr. 11, 19; Netzeweg 1, 3,6, 10, 11, 13, 16, 24; Salzastr. 24-40 (even); Schwetzer Str. 8, 13; Soldauer Weg 11, 15; Thorner Str. 15, 19; Warthestr. 32	5,898	2053-12-31
VU_2260.143	26388	Wilhelmshaven	Warthestr. 15	250	2053-12-31
VU_2260.144	26388	Wilhelmshaven	Preußenstr. 17-39 (odd)	3,712	2053-12-31
VU_2260.145	26388	Wilhelmshaven	Bromberger Str. 40-44 (even)	641	2053-12-31
VU_2260.146	26388	Wilhelmshaven	Bromberger Str. 12-38 (even)	3,016	2053-12-31

Valuation Unit	Postal Code	City	Address	Ground Rent	Expiration Date
				EUR p.a.	
VU_2260.147	26388	Wilhelmshaven	Braunschweigstr. 21-27 (odd)	1,270	2053-12-31
VU_2260.148	26388	Wilhelmshaven	Bromberger Str. 21-25 (odd)	5,519	2053-12-31
VU_2260.149	26388	Wilhelmshaven	Bromberger Str. 27-41 (odd)	1,994	2053-12-31
VU_2260.150	26388	Wilhelmshaven	Graudenzer Str. 8-12 (even); Warthestr. 2-8 (even)	1,574	2053-12-31
VU_2260.151	26388	Wilhelmshaven	Salzastr. 1-25 (odd), 2-8 (even)	2,887	2053-12-31
VU_2260.152	26388	Wilhelmshaven	Kulmer Str. 5, 8, 13, 18, 33, 35; Thorner Str. 8, 9, 11; Warthestr. 3	1,338	2053-12-31
VU_2260.153	26388	Wilhelmshaven	Salzastr. 27- 49 (odd); Thorner Str. 10; Warthestr. 11	2,458	2053-12-31
VU_2260.154	26388	Wilhelmshaven	Elbinger Str. 17-21 (odd)	4,451	2053-12-31
VU_2260.155	26388	Wilhelmshaven	Graudenzer Str. 14-34 (even)	2,608	2053-12-31
VU_2260.156	26388	Wilhelmshaven	Graudenzer Str. 7-35 (odd)	3,255	2053-12-31
VU_2260.157	26388	Wilhelmshaven	Preußenstr. 16-38 (even)	2,853	2053-12-31
VU_2260.158	26388	Wilhelmshaven	Bromberger Str. 4-8 (even); Lissaer Zeile 1-7 (odd), 9; Plauenstr. 6-16 (even); Preußenstr. 4-14 (even)	6,744	2053-12-31
VU_2260.159	26388	Wilhelmshaven	Plauenstr. 13-17 (odd)	927	2053-12-31
VU_2260.160	26388	Wilhelmshaven	Hohensalzaer Weg 11, 15, 19	1,059	2053-12-31
VU_2260.161	26388	Wilhelmshaven	Albrechtstr. 5, 18 35-37 (odd); Braunschweigstr. 15-19 (odd); Gnesener Str. 85, 113; Memeler Str. 26; Schwetzer Str. 5	3,054	2053-12-31
VU_2260.162	26388	Wilhelmshaven	Albrechtstr. 51, 53, 60; Gnesener Str. 75; Memeler Str. 42, 52; Nogatstr. 2-8 (even), 16-34 (even)	2,974	2053-12-31
VU_2260.163	26388	Wilhelmshaven	Salzastr. 64, 66; Soldauer Weg 3	383	2053-12-31
VU_2260.164	26388	Wilhelmshaven	Memeler Str. 46; Weichselstr. 52-58 (even)	35	2053-12-31
VU_2260.165	26388	Wilhelmshaven	Salzastr. 70-880 (even), 75-83 (odd); Weichselstr. 46-50 (even)	10,016	2053-12-31
VU_2260.166	26388	Wilhelmshaven	Oderstr. 7; Warthestr. 17	132	2053-12-31
VU_2260.167	26388	Wilhelmshaven	Kulmer Str. 15; Weichselstr. 20-24 (even)	98	2053-12-31
VU_2260.170	26388	Wilhelmshaven	Dirschauer Str. 2-12 (even)	12,957	2053-12-31
VU_2260.173	26388	Wilhelmshaven	Oderstr. 33	188	2053-12-31
VU_2260.174	26388	Wilhelmshaven	Olivaer Weg 4, 11, 19a, 21a	332	2053-12-31
VU_2260.175	26388	Wilhelmshaven	Kniprodestr. 147-153 (odd)	968	2053-12-31
VU_2260.176	26388	Wilhelmshaven	Olivaer Weg 29; Putziger Str. 15, 17	469	2053-12-31
VU_2260.177	26388	Wilhelmshaven	Putziger Str. 5-13 (odd)	579	2053-12-31
VU_2260.178	26388	Wilhelmshaven	Glettkauer Weg 6; Zoppoter Str. 3, 5, 17	509	2053-12-31
VU_2260.179	26388	Wilhelmshaven	Weichselstr. 43-49 (odd)	495	2053-12-31
VU_2260.180	26388	Wilhelmshaven	Zoppoter Str. 10, 20	445	2053-12-31
VU_2260.181	26388	Wilhelmshaven	Putziger Str. 16-22 (even)	2,689	2053-12-31
VU_2260.182	26388	Wilhelmshaven	Salzastr. 82-92 (even); Weichselstr. 35-41 (odd)	1,970	2053-12-31
VU_2260.183	26388	Wilhelmshaven	Putziger Str. 8-14 (even); Zoppoter Str. 21, 23	658	2053-12-31
VU_2260.184	26388	Wilhelmshaven	Preußenstr. 76-82 (even)	798	2053-12-31
VU_2260.185	26388	Wilhelmshaven	Kniprodestr. 115-121 (odd), 139-143 (odd)	722	2053-12-31
VU_2260.186	26388	Wilhelmshaven	Helaweg 27; Kniprodestr. 108-130 (even)	2,034	2053-12-31
VU_2260.187	26388	Wilhelmshaven	Oderstr. 43, 58	240	2053-12-31
VU_2260.188	26388	Wilhelmshaven	Weichselstr. 19-25 (odd)	848	2053-12-31
VU_2260.189	26388	Wilhelmshaven	Kniprodestr. 134-146 (even)	1,190	2053-12-31
VU_2260.190	26388	Wilhelmshaven	Salzastr. 85-97 (odd), Weichselstr. 27-33 (odd)	2,369	2053-12-31

Valuation unit	Postal Code	City	Address	Ground Rent	Expiration Date
				EUR p.a.	
VU_2260.191	26388	Wilhelmshaven	Dirschauer Str. 41; Neißestr. 19-41; Preußenstr. 50a-70 (even)	4,078	2053-12-31
VU_2260.192	26388	Wilhelmshaven	Dirschauer Str. 21-33 (odd)	12,345	2053-12-31
VU_2260.193	26388	Wilhelmshaven	Dirschauer Str. 32-40 (even); Preußenstr. 74	1,299	2053-12-31
VU_2260.194	26388	Wilhelmshaven	Im Werder 2-22 (even); Preußenstr. 53-67 (odd)	5,384	2053-12-31
VU_2260.195	26388	Wilhelmshaven	Im Werder 1-13 (odd); Neuteicher Str. 1-7 (odd); Tiegenhofer Zeile 1-5 (odd), 4-8 (even)	4,295	2053-12-31
VU_2260.196	26388	Wilhelmshaven	Stutthofer Zeile 1-13 (odd)	2,023	2053-12-31
VU_2260.197	26388	Wilhelmshaven	Neuteicher Str. 4-10 (even)	1,263	2053-12-31
VU_2260.198	26388	Wilhelmshaven	Im Werder 17-21 (odd); Stutthofer Zeile 4, 6	1,335	2053-12-31
VU_2260.206	26388	Wilhelmshaven	Salzstr. 53	706	2053-12-31
VU_2260.211	26388	Wilhelmshaven	Hohensalzaer Weg 16, 17	310	2053-12-31
VU_2260.212	26388	Wilhelmshaven	Hohensalzaer Weg 8, 9, 10, 12, 13	867	2053-12-31
VU_2260.213	26388	Wilhelmshaven	Neißestr. 8-18 (even)	470	2053-12-31
VU_2260.216	26388	Wilhelmshaven	Marienwerder Str. 6-10 (even)	6,069	2053-12-31
VU_2260.217	26388	Wilhelmshaven	Marienwerder Str. 7-15 (odd)	8,820	2053-12-31
VU_2260.220	26388	Wilhelmshaven	Elbinger Str. 1-5 (odd)	3,929	2053-12-31
VU_2260.221	26388	Wilhelmshaven	Elbinger Str. 7-15 (odd)	4,837	2053-12-31
VU_2260.222	26388	Wilhelmshaven	Bromberger Str. 1-9 (odd); Hohensalzaer Weg 3-6; Plauenstr. 7-11 (odd)	15,321	2053-12-31
VU_2260.228	26388	Wilhelmshaven	Dirschauer Str. 1-7 (odd)	642	2053-12-31
VU_2260.229	26388	Wilhelmshaven	Dirschauer Str. 28, 30	1,646	2053-12-31
VU_2260.237	26388	Wilhelmshaven	Bromberger Str. 11-19 (odd)	5,197	2053-12-31
VU_2260.238	26388	Wilhelmshaven	Neißestr. 2, 4	2,486	2053-12-31
VU_2260.240	26388	Wilhelmshaven	Preußenstr. 3-13 (odd)	9,930	2053-12-31
VU_2260.241	26388	Wilhelmshaven	Neißestr. 20-36 (even)	4,987	2053-12-31
VU_2260.242	26388	Wilhelmshaven	Braunschweigstr. 29-35 (odd)	2,057	2053-12-31
VU_2260.243	26388	Wilhelmshaven	Neißestr. 3-13 (odd)	994	2053-12-31
VU_2260.249	26388	Wilhelmshaven	Albrechtstr. 106, 120-123 (odd); Kniprodestr. 84-88 (even); 87, 91; Steegener Zeile 11	1,015	2053-12-31
VU_2260.016	26389	Wilhelmshaven	Pillauer Str. 1-17a; Tilsiter Str. 29-35 (odd)	10,002	2053-12-31
VU_2410.009	42579	Heiligenhaus	Rhönstr. 7-17 (odd)	86,736	2205-03-29
VU_1001.001	27574	Bremerhaven	Auf der Bult 33 a-d; Kiebitzstr. 14-20 (even)	11,416	2069-12-31
VU_1016.017	38118	Braunschweig	Am Jödebrunnen 1, 3	0	2078-01-19
VU_1019.001	26954	Nordenham	Marktplatz 3-3b, 4-4f	20,767	2096-12-02
VU_1019.002	26954	Nordenham	Jahnstr. 18	30,220	2096-12-02
VU_1015.003	38444	Wolfsburg	Plauener Str. 2, 4; Hallesche Str. 18, 18a, 18b	21,220	2080-12-31
VU_4802b	13359	Berlin	Soldiner Str. 104	3,170	2051-06-30

In addition, the valuation units VU\_1606, VU\_7011b, VU\_2040.039, VU\_2040.040, VU\_2040.041, VU\_2040.042, VU\_2040.043, VU\_2040.044, VU\_2040.045, VU\_2040.046 are also subject to heritable building rights/ ground leases. In these cases, the freeholder and the party entitled to the heritable building rights/ ground leases, are the same party, without the interests being merged. The valuation unit VU\_7011b is split up according to WEG. Only the commercial units (ground floor) are not part of the owner's heritable building right.

### 3.4.14 Public Subsidies

A number of the residential units were subject to rent control as at the valuation date. Instead of the rent increase method of the BGB (*Bürgerliches Gesetzbuch*) the subsidized residential units are subject to an economic rent (*Kostenmiete*). For these valuation units, we have calculated with a rental growth of 0.5%, based on our experience.

According to the information provided by the Company 40 of the 2,304 valuation units are completely or partly under public rent control.

The proportion of valuation units affected amounts to approx. 3.3% of the portfolio's total Fair Value. The weighted expiration year of rent control in relation to the total fair value is 2030.

The subsidised valuation units including their rent control expiration dates are shown in the following table:

Valuation Unit	Postal Code	City	Address	Expiration Date
VU_2370.004	27711	Osterholz-Scharmbeck	Grüne Grund 2, 2A	2046-12-31
VU_2370.008	27711	Osterholz-Scharmbeck	Leipziger Str. 2-16 (even)	2045-06-30
VU_2370.010	27711	Osterholz-Scharmbeck	Mozartstr. 11-17 (odd)	2024-12-31
VU_2370.012	27711	Osterholz-Scharmbeck	Käthe-Kollwitz-Str. 78-92 (even)	2031-12-31
VU_2370.014	27711	Osterholz-Scharmbeck	Mozartstr. 9	2056-12-31
VU_2370.016	27711	Osterholz-Scharmbeck	An der Lieth 20, 20 A	2059-12-31
VU_2370.001	28790	Schwanewede	Tannenberger Weg 54-58 (even)	2058-12-31
VU_2370.017	28790	Schwanewede	Junkernkamp 7 A-D, 9 A-D	2048-12-31
VU_2370.018	28790	Schwanewede	Junkernkamp 5 A-D	2060-12-31
VU_2260.074	26388	Wilhelmshaven	Gdingener Str. 19-23 (odd)	2045-06-30
VU_2040.061	47226	Duisburg	Werthausen Str. 123-137 (odd)	2022-12-31
VU_2040.062	47226	Duisburg	Hochfelder Str. 72-74 (even)	2022-12-31
VU_2040.063	47226	Duisburg	Gerhart-Hauptmann-Str. 2-6 (even)	2022-12-31
VU_2040.059	47229	Duisburg	Joseph-Haydn-Str. 1, 3, 8, 10, 12; Lindenallee 13; Glückstr. 4-6	2022-12-31
VU_2040.060	47229	Duisburg	Behringstr. 33-37 (odd); Joseph-Haydn-Str. 2-6 (even); Lindenallee 11	2022-12-31
VU_4120.009	30459	Hannover	Herforder Str. 15-23 (odd), 38-44 (even)	2045-06-30
VU_4210.001	30539	Hannover	Kattenbrookstrifft 25-29; Ortskamp 3; Papenkamp 26	2031-03-31
VU_4210.003	30539	Hannover	Weinkampswende 8	2031-10-31
VU_4210.004	30539	Hannover	Papenkamp 26	2030-12-31
VU_4330.001	40235	Düsseldorf	Röpkestr. 100; Hohenzollernallee 53, 55; Walter-Eucken-Str. 101-109	2045-06-30
VU_4110.001	46049	Oberhausen	Bebelstr. 19-69a (odd)	2026-12-31
VU_1009.015	16866	Kyritz	Str. der Jugend 32	2024-12-31
VU_1009.016	16866	Kyritz	Str. der Jugend 34, 36	2024-12-31
VU_1016.017	38118	Braunschweig	Am Jödebrunnen 1, 3	2022-08-29
VU_1016.012	37081	Göttingen	Fröbelweg 1-9 (odd); Pestalozziweg 2-16	2022-08-29
VU_1016.015	30539	Hannover	Brockfeld 20-28 (even); Weistfeld 15-25	2023-05-12
VU_1019.001	26954	Nordenham	Marktplatz 3-3b, 4-4f	2070-09-30
VU_1019.002	26954	Nordenham	Jahnstr. 18	2047-09-30
VU_4802a	13359	Berlin	Freienwalder Str. 28, 29	2022-12-31
VU_4803	10551	Berlin	Oldenburger Str. 35	2022-12-31
VU_4804	10781	Berlin	Goltzstr. 50	2022-12-31
VU_4805	10967	Berlin	Hasenheide 88	2022-12-31
VU_4806	13409	Berlin	Sommerstr. 10; Nordbahnstr. 15	2022-12-31
VU_9011	13583	Berlin	An der Kappe 128, 128A	2024-12-31
VU_9164	10587	Berlin	Lohmeyerstr. 25; Otto-Suhr-Allee 141; Kaiser-Friedrich-Str. 105	2021-12-31
VU_1606	12559	Berlin	Salvador-Allende-Str. 76 a-u	2029-12-31
VU_9301	12347	Berlin	Buschrosensteig 5-7	2032-12-31
VU_2203	12109	Berlin	Mariendorfer Damm 88-90	2029-12-31
VU_9481	13409	Berlin	Pankower Allee 31	2028-12-31
VU_7103	12105	Berlin	Kurfürstenstr. 84, 86, 87, 90, 92	2028-03-31

### 3.4.15 Listed Buildings

Based on our internet research on the website of the Berlin Senate Department for Urban Development and the Environment (<http://www.stadtentwicklung.berlin.de/denkmal/>) and the information provided by the Company 220 of the 2,304 valuation units are completely or partly listed as ancient monuments. For listed monuments, we assumed an increase of ongoing maintenance costs of 10%. The proportion of valuation units affected amounts to approx. 5.3% of the portfolio's total Fair Value.

### 3.4.16 Land Register Section II

We have partly been provided with extracts from land the register by the Company. Further, for some valuation units, we have received brief information concerning potentially entries in section II of the land registers.

With reference to this information, there are several encumbrances or easements entered in section II. Most entries are common agreements in terms of infrastructure provision for the properties or adjacent properties.

If in the following not otherwise stated and based on the inspections as well as in consideration of the entry dates, we have assumed that there are no entries, information or circumstances that could have an impact on Fair Values (including any easements, restrictions, or similar restrictions and encumbrances). We reserve the right to amend our valuation should any such factors be found to exist.

For valuation units which we have not been provided with information from the land registers we have assumed that there are no entries in section II of the land registers that impair the value for the purposes of our valuation.

Notable exceptions that need further consideration and explanation are shown below:

#### **Right of residence**

There are six entries in section II of the land registers listing limited personal easements that specify a right of residence.

Valuation Unit	Address	Postal Code	City
VU_2100.133	Am Harteberg 17	01737	Kurort Hartha
VU_2100.114	Ritterstr. 1	04860	Torgau
VU_2200.011	Bernsdorfer Str. 82	09126	Chemnitz
VU_2280.022	Landreiterstr. 5	18147	Rostock
VU_1010.107	Bülastr. 23	08060	Zwickau
VU_1061	Steglitzer Damm 42-46; Kellerstr. 3	12169	Berlin

For the valuation unit VU\_1061 we have taken the loss of rent into account with a deduction of 37,300 EUR ("Other influences").

For the remaining valuation units, we have reviewed the respective land registers and the rent roll. The affected units are shown with a monthly rent. We have therefore assumed that the profitability of these units is still guaranteed. Additionally, under consideration of the entry dates, the birth dates of the beneficiaries and in consultation with the Company, we assume that these easements do not have an impact on the Fair Value.

#### **Waiver of coal mining subsidence damage**

One notable exception that needs further consideration and explanation is in respect of valuation unit VU\_4155.014 (Hagenbecker Bahn 8-10, 45356 Essen). According to section II of the land register, there is an easement that specifies the waiver of coal mining subsidence damage. According to our experience and based on our professional judgement we have assumed a decrease in value of 10% of the Fair Value of this valuation unit.

**Land charge**

In section II of the land registers there are entries with respect to land charges for a total of twelve valuation units. The land charges refer to tree care and fence building services, or to the delivery of heating energy.

Within our valuation we have not been provided with the registration permits on which the land charges are based. Furthermore, no information on potential fees were available.

We therefore adopted usual management and maintenance costs for the existing uses. We assume that no additional payment obligations exist that have an impact on the Fair Value.

Valuation Unit	Postal Code	City	Address
VU_2090.028	37412	Herzberg	Lonauer Str. 4
VU_2370.007	27711	Osterholz-Scharmbeck	Mozartstr. 19-27 (odd)
VU_2370.020	27711	Osterholz-Scharmbeck	Beethovenstr. 1-12; Mozartstr. 3-8, 29-33 (odd)
VU_2220.007	26419	Schortens	Menkestr.
VU_2260.048	26384	Wilhelmshaven	Ölhafendamm 16-30 (even)
VU_2260.051	26389	Wilhelmshaven	Am Wiesenhof 1, 6; Marschhof 19; Weidenstr. 3-73
VU_2260.120	26389	Wilhelmshaven	Europaring 45,47; Straßburger Allee 2, 4
VU_2260.130	26389	Wilhelmshaven	Straßburger Allee 27
VU_1017.020	49809	Lingen	Von-Tresckow-Str. 2-8 (even)
VU_1017.035	26603	Aurich	Popenser Straße 53; Von-Bodelschwingh-Straße 1-5 (odd)
VU_1016.001	30952	Ronnenberg	Berliner Str. 17-21
VU_1010.043	26789	Leer	An der Emsbrücke 1-9, 11,1 2-34 (even); Noortmer Chaussee 2-8 (even)

**Annual recognition fee**

According to section II of the land register, the property owner of the valuation unit shown below has to pay an annual recognition fee of three Reichsmark in favour of the city of Rostock for the use of the front garden.

Due to the entry date and the small amount, we are of the opinion that the fee is satisfied by adopting usual management and maintenance costs for the existing use.

Valuation Unit	Postal Code	City	Address
VU_2280.028	18057	Rostock	Parkstr. 59

**Annual compensation fee**

According to section II of the land register, the property owner of the valuation unit shown below has to pay an annual compensation fee of one Reichsmark in favour of the Reichsmessestadt Leipzig.

Due to the entry date and the small amount, we are of the opinion that the fee is satisfied by adopting usual management and maintenance costs for the existing use.

Valuation Unit	Postal Code	City	Address
VU_1008.052	04315	Leipzig	Elsastr. 14, 16

### **3.4.17 Public Land Charges**

We have not been provided with extracts from the public land register by the Company.

However, for some valuation units, we have received brief information concerning potential public land charges. In these cases, the entries are common agreements. We have assumed that they are in line with the actual condition and use of the properties.

For valuation units which we have not received further information concerning potential public land charges and all other valuation units we have assumed that they are in line with the actual condition and use of the properties.

We do not have any information that the actual condition and use of the properties do not comply with the admissibility under building law. Taking into account the existing development, there is no influence on values in these cases.

### **3.4.18 Other Influences**

#### **Rent reductions/ exemption from rent**

According to the provided rent roll, some tenants are entitled to receive rent reductions and/or are exempt to pay rent. We have assumed that the rent reduction and/or the exemption from rent lasts for three months.

The resulting reduction amounts to 908,582 EUR and was deducted in the valuation as “Other influences”.

#### **Potential for additional floor space / Modernization costs**

According to the information provided by the Company 18 of the 2,304 valuation units have potential for additional floor space.

For the valuation units located in Göttingen and Wolfsburg in addition to the costs / increase of value of an attic extension, the costs adopted in the valuation also include modernization costs for the existing buildings.

The resulting influence on value for additional floor space amounts to -104,114,181 EUR and was considered as “Other influences” in the valuation.



Valuation Unit	Postal Code	City	Address	Influence on Value in EUR
VU_1016.002	37081	Göttingen	Deisterstr 6, 8; Harzstr. 1-7 (odd)	-8,060,085
VU_1016.003	37081	Göttingen	Süntelweg 1-5 (odd), 7-25	-16,122,823
VU_1016.004	37081	Göttingen	Deisterstr.13-25 (odd)	-4,829,820
VU_1016.005	37081	Göttingen	Elmweg 11,13	-1,900,714
VU_1016.006	37081	Göttingen	Sollingstr. 61-65 (odd)	-1,429,319
VU_1016.007	37081	Göttingen	Sollingstr. 4	112,995
VU_1016.008	37081	Göttingen	Sollingstr. 2c,4c-e	-2,777,962
VU_1016.009	37081	Göttingen	Rodeweg 25,-29 (odd)	-2,649,202
VU_1016.011	37081	Göttingen	Fröbelweg 2-18 (even); St.-Heinrich-Str. 12-36 (even); 39	-6,794,453
VU_1016.012	37081	Göttingen	Fröbelweg 1-9 (odd); Pestalozziweg 2-16 (even), 7-13 (odd); St.-Heinrich-Str. 37	-11,518,259
VU_1016.013	37081	Göttingen	Backhaus Str. 11-17 (odd)	-6,078,598
VU_1016.014	37081	Göttingen	St.-Heinrich-Str. 4-10 (even)	-1,286,120
VU_1015.001	38448	Wolfsburg	An der Kochsbreite 2, 4, 10, 12; Hermann-Löns-Str. 1-47 (odd); Lüneburger Ring 1-21; Zum Heidgarten 2-40 (even); Wilhelm-Busch-Str. 1, 2, 3, 4, 6	-22,856,555
VU_1015.002	38448	Wolfsburg	Bromer Str. 1-12; Lüneburger Ring 22-25; Mühlenweg 10-14 (even); Potsdamer Weg 7-19 (odd); Stettiner Str. 2-12 (even); Thorner Weg 1-25 (odd); Über dem Wechsel 3-11, 14-20 (even)	-26,839,351
VU_2903	13409	Berlin	Schwartzstr. 5, 7	243,438
VU_5302	10437	Berlin	Milastr. 2	4,114,950
VU_7061	12043 / 12053	Berlin	Karl-Marx-Str. 170, 172 / Mittelweg 10, 12, 14, 16	4,486,320
VU_9125	12459	Berlin	Reinbeckstr. 1 / Wilhelminenhofstr. 82A	71,377

### **Refurnishing costs for the co-living apartment complex**

The valuation unit VU\_6115.001 is a co-living apartment complex. Co-living apartments are generally characterised by complete or at least partial furnishing, regardless of the concept or provider. Based on our experience of comparable properties, costs for refurnishing are about 5,500 EUR per apartment. An average of 10 years is assumed as the renewal cycle for the furniture. Parts of the furniture, e.g. tables and built-in cupboards, have a longer service life. Other parts of the apartment equipment may have to be replaced earlier. The resulting costs, discounted to the valuation date, amount to 2,320,040 EUR and were deducted in the valuation as "Other influences".

### **Costs of residential space**

According to the rent roll provided some rental units require refurbishment costs depending on the current state of condition between 3,000 EUR and more than 25,000 EUR per unit. Besides our assumed tenant improvements, we have therefore considered additional refurbishment costs between 2,500 EUR and 17,500 EUR per unit within our valuation for the valuation units concerned.

Furthermore, there were some units with higher refurbishment costs (amount not listed in the rent roll) and some refurbishment of units appears to be not economic. We have therefore assumed additionally refurbishment costs of 250 EUR/sq m.

The total costs, amount to 7,814,780 EUR and were deducted in the valuation as "Other influences".

**Modernization costs / loss of rent**

According to the information given by the Company the valuation units shown below are currently under modernisation or their modernisation/ construction was recently completed.

Within our valuation we have assumed full letting. In order to take into account the initial rental situation, we additionally have assumed a loss of rent until the completion of the construction.

Valuation Unit	Postal Code	City	Address	Explanation	Remaining Modernization Costs & Loss of Rent in EUR
VU_2100.155	01159	Dresden	Deubener Str. 29	Conversion of six commercial units	-165,690
VU_2430.003	13125	Berlin	Röbellweg 8	Renovation of a existing building, attic extension	-142,463

We have assumed a total amount of EUR 308,153 EUR (construction costs and rent loss). The amount was deducted in the valuation as “Other influences”.

#### 4 VALUATION CONCLUSIONS

Upon the assumption that, after reasonable inquiry of the Company, there are no onerous restrictions or unusual outgoings of which we have no knowledge and based on the specific comments and assumptions set out in this Valuation Report, we are of the opinion that the aggregate of the individual Fair Values (net) of the freehold / ground-leasehold interests in the assets in the portfolio, rounded on asset-by-asset basis, as at 31 December 2020 and held as at that date, is:

**8,424,091,000 EUR**

**(Eight billion, four-hundred and twenty-four million and ninety-one thousand Euros)**

The unrounded net capital value is 8,424,365,483 EUR. The unrounded gross capital value is 9,102,161,257 EUR including 677,795,775 EUR purchaser's costs (8.0%).

The assessment of the Fair Value was carried on asset-by-asset basis. The aggregate of the individual Fair Values presented here takes account of the marketing period and the transaction costs of the individual assets and does not reflect any discounts or premiums on the sales of the whole portfolio or if part of the portfolio were to be marketed simultaneously or in lots.

The properties are all freehold-equivalent, with the exception of 110 valuation units held on heritable building rights/ground leases, which account for a total Fair Value of 180,091,900 EUR.

There are no negative values to report.

CBRE has not been engaged to update the CBRE valuation for the purpose of the Offering Memorandum, has no obligation to do so and has not updated the CBRE valuation after the date of valuation, 31 December 2020.

The following table shows aggregated key asset data for the portfolio:

Fair Value	8,424,091,000 EUR
Total lettable area:	4,558,770 sq m
Average Fair Value per sq m lettable area:	1,848 EUR
Current annual rental income (gross):	329,049,144 EUR
Potential annual rental income (gross):	348,379,684 EUR
Annual market rent (gross):	366,165,161 EUR
Multiplier (based on current rent):	25.6 times
Multiplier (based on potential rent):	24.2 times
Multiplier (based on market rent):	23.0 times
Net initial yield (based on current rent):	2.84%
Net initial yield (based on potential rent):	3.12%
Net initial yield (based on market rent):	3.31%

Our opinion of "Fair Value" is based upon the scope of work and valuation assumptions as detailed in Part 3 "Explanation of Valuation" and Part 4 "Valuation Conclusions" of this Valuation Report and has been derived mainly using recent comparable market evidence on arm's length terms.

## 5 VALUATION KEY DEFINITIONS

### Lettable area

The lettable area in this valuation is defined by the entry in the Company's rent roll provided.

### Total lettable area

Total lettable area in square metres – sum of residential and commercial floor area – and excluding land; as at 31 December 2020

### Residential units

Residential units - number of residential premises excluding internal and external parking units and other units; as at 31 December 2020

### Commercial units

Commercial units - number of commercial and special premises; excluding internal and external parking units and other units; as at 31 December 2020

### Internal/ External Parking units (Parking lots)

Internal/ External Parking units - number of internal and external parking spaces; as at 31 December 2020

### Other units

Other units – e.g. number of antennas; as at 31 December 2020

### Current annual rental income (gross):

The current gross rental income represents the rent payable for the units let on contractual agreements as at 31 December 2020, before deducting non-recoverable operating costs and VAT, multiplied by 12. Rent-free periods have been taken into account.

### Potential annual rental income (gross):

The potential rent is the sum of the current monthly gross rental income and the market rent of vacant units – irrespective of any vacancy – as at 31 December 2020, multiplied by 12.

### Annual market rent (gross):

The (monthly) market rent of all units as at 31 December 2020 (irrespective of any vacancy), multiplied by 12.

### Multiplier (based on current rent):

Net capital value divided by current rental income (gross)

### Multiplier (based on potential rent):

Net capital value divided by potential rental income (gross)

### Multiplier (based on market rent):

Net capital value divided by market rent (gross)

### Net initial yield (based on current rent):

Current rental income (net) divided by gross capital value

### Net initial yield (based on potential rent):

Potential rental income (net) divided by gross capital value

### Net initial yield (based on market rent):

Market rental income (net) divided by gross capital value

Note: the valuation keys above are defined in accordance with the gif Gesellschaft für Immobilienwirtschaftliche Forschung e.V. Arbeitskreis Real Estate Investment Management.

Freehold or freehold-equivalent refers to *Eigentum* title.

Heritable building right / ground lease/leasehold refers to *Erbbaurecht* title.

ppa. Michael Schlatterer, MRICS

Residential Valuation Germany  
Senior Director  
CBRE GmbH

ppa. Sandro Höselbarth

Head of Residential Valuation Germany  
Managing Director  
CBRE GmbH

## Condensed Valuation Report

**NAI apollo**

## **1. Assignment**

### **1.1. Principal**

ADLER Group S.A.

1B, Heienhaff

L-1736 Senningerberg

Grand Duchy of Luxembourg

(hereafter: 'the Principal')

### **1.2. Addresses**

J.P. Morgan AG

Taunustor 1 (TaunusTurm)

60310 Frankfurt am Main

Germany

Barclays Bank Ireland PLC

One Molesworth Street

Dublin 2

DO2RF29

Ireland

Deutsche Bank Aktiengesellschaft

Mainzer Landstrasse 11-17

60329 Frankfurt am Main

Germany

Any New Dealer appointed pursuant to clause 12 of the dealer agreement dated on or around 16 April 2021 relating to the ADLER Group S.A. EUR 5,000,000,000 debt issuance programme and of which NAI apollo is notified by being supplied with a copy of the respective dealer accession letter.



### **1.3. Contractor**

apollo valuation & research GmbH

Große Eschenheimer Str. 13

60313 Frankfurt am Main

Germany

(hereafter: 'NAI apollo' or 'the Contractor')

The contractor is a limited liability company, registered under commercial law in Germany under the registration number 92507. NAI apollo employs publicly appointed and sworn-in appraisers, members of the Royal Institution of Chartered Surveyors (RICS) as well as real estate valuers certified by HypZert GmbH according to DIN EN/ISO 17024.

### **1.4. Subject of Valuation**

In general the portfolio to be valued (hereinafter: "the subject of valuation") consisted of project developments (properties) with a planned lettable area (without consideration of ancillary area) of approx. 1,311,000 sqm (approx. 67% residential space). Detailed information on these properties is attached as Annex A to the report.

The subject of valuation were the aforementioned plots of land, including the building structure considered essential components in accordance with section 94 BGB (German Civil Code) and excluding accessories in accordance with section 97 BGB.

### **1.5. Scope of Work and Purpose of Valuation**

#### *1.5.1. Scope of Work*

On 08 December 2020 / 20 January 2021, the Contractor was instructed as an independent valuer by the Principal to determine the market value of the properties mentioned in section 1.41.4 of this report on the basis of the RICS Valuation – Professional Standards 2020 ('RICS Red Book') published by the Royal Institution of Chartered Surveyors and in accordance with IVSC International Valuation Standards 2020 (12<sup>th</sup> edition) with a valuation date being 31 December 2020.

As per instructions, the updated valuation was based on a desktop analysis. The properties were inspected in 2019/2020.

The delta of the accounted construction costs for the properties as of 31 December 2020 compared to the last valuation was provided to us by the client. Furthermore we received updated planning costs and spaces for most of the properties.

The properties to be valued consisted of projects for portfolio management as well as properties already sold in a forward deal or as condominiums. The forward deals or condominiums were partly financed by the buyer by means of advance payments. No financing costs were considered for these projects. Information on the payment status was not available. These were not taken into account for the determination of the market value in accordance with our agreement.

According to VPS 2 paragraph 1.8 RICS Red Book the valuer should consider whether the information, supplied by a party other than the valuer, is credible and may be relied on. Information on construction costs for the project developments, development times and compensated services/progress of construction were provided by the owner. These were compared e.g. with BKI Baukosten 2020 in accordance with the planned standard.

The market value was determined at individual property level without taking into account the fact that the properties were part of a portfolio. Therefore, no portfolio discounts or premiums were taken into account. The market value of the portfolio thus corresponds to the sum of the individual market values of the properties to be valued.

Furthermore, the Contractor was instructed to prepare a condensed valuation report (hereinafter referred to as 'the report').

#### *1.5.2. Purpose of Valuation*

The purpose of this condensed valuation report is to provide the Principal's Management Board with information on the market value of the subject of valuation as of the valuation date.

The report shall further be appended to an offering memorandum relating to a EUR 5,000,000,000 debt issuance programme by ADLER Group S.A., the subsequent issuance of notes under the Programme and the listing of such notes on the Euro MTF segment of the Luxembourg Stock Exchange.

### **1.6. Valuation Methodology**

NAI apollo used different approaches to the valuation depending on the respective property status:

#### *1.6.1. Existing Properties*

NAI apollo used a discounted cash flow (DCF) model to estimate the market value of the subject properties. The cash flows are projected according to the above structure for a holding period of 10 years and subsequently discounted to the dates of valuation.

At the end of the holding period, a sale of the asset is assumed to estimate the present value of the cash flow beyond the holding period. The terminal value, or sometimes referred to as 'exit value', is also discounted to the valuation date to determine its present value.

The sum of all present values adds up to the gross capital value (GCV) of the investment. By deducting usual transaction costs that a potential investor will face in an asset deal (as the RICS definition of 'market value' assumes an asset to be traded at the valuation date), NAI apollo arrives at the net capital value (NCV). The rounded NCV is the market value.

#### 1.6.2. *Development Properties*

The valued properties are project developments which are valued according to the residual value method, based on the progress of the development of the project as of the valuation date. The portfolio includes project developments that have been sold by way of forward agreements.

The residual value method is a common approach to calculating the value of project developments. It is a deductive method for deriving the value of an undeveloped land plot or of development projects based on their respective development progress. The approach is based on the assumption that the market value of a project development can be derived from the future notional market value of the completed project less the services that still need to be considered for realisation.

NAI apollo's residual value model has the following structure:

In the first step the fictitious (gross) market value of the completed project was determined. In the case of projects already marketed as forward deals, the (gross) sales price agreed in the

purchase contract and plausibly verified by NAI apollo was used. Since this is a value that can only be realised in the future, it was discounted over the development period. In the next step, the estimated market value of the finished project value was adjusted by usual development discounts, project developer risks, marketing costs as well as the still necessary completion expenses (remaining construction and financing costs). Information provided by the project developer was used to estimate the development times and completion costs (budget and construction progress). The information was reviewed. Finally, the resulting (gross) residual value was adjusted by the transaction costs to be borne by a buyer.

In the event of completion and discontinuation of project-specific discounting and services, the residual value model used here is converted to an income value model (known as the initial yield method).

#### **1.7. Date of Valuation**

The valuations were conducted as per 31 December 2020.

**1.8. Qualification**

The valuation mandate was led by experienced valuers who have sufficient knowledge of the German real estate market and the necessary professional qualifications to carry out the valuation mandate competently.

**1.9. Independence and Objectivity**

Within this mandate NAI apollo acted as external advisor in a service relationship for the Principal. The valuation was made impartially, without directives, without consideration of unusual or personal circumstances and without own interest in the result to the best of our knowledge and belief with objective scrutiny.

Neither NAI apollo, nor the experts working within the scope of the mandate and who are permanently employed at NAI apollo have a direct or indirect personal or business relationship to the subject of valuation or to the Principal, which could lead to a potential conflict of interest. The Contractor does not profit from this assignment in any other way than by collecting the agreed fee. The amount of this fee was fixed before the start of the project and was in no way dependent on the valuation result.

**1.10. Service Delimitation***1.10.1. Collection and Evaluation of Information*

In the course of preparing our valuation, unless provided by the Principal, we – as instructed – did not specifically procure land register excerpts, public easement register excerpts or site contamination information for the reviewed properties, but have relied on lists and information referring to such documents provided by the Principal. The relevant documents were

analysed in the valuation process and examined randomly for plausibility. If there were no obvious inconsistencies, the submitted documents were assumed to be correct and valid as of the valuation date regardless of their date; the Principal confirmed to us that the provided documents reflected the current status.

#### *1.10.2. Measurement*

The preparation of an area survey was not part of the assignment. The area and unit information provided by the Principal was roughly checked for plausibility and, if no major differences were identified, were assumed to be correct.

#### *1.10.3. Structural Defects and Damages*

A structural analysis and/or a damage assessment of the buildings were not part of this assignment. Destructive examinations and tests of the functionality of technical facilities (especially sanitary, electrical, and heating installations) were not carried out. In this valuation, the impact of any possible building defects and building damage on the value of the properties is only taken into account in very general terms. Hence reference to building defects within this valuation does not exclude the presence of other defects. In this respect, this report does not represent a specialist survey on building defects and damage.

#### *1.10.4. Pests and Contaminants*

Surveys to determine the presence of plant-based or animal pests were not carried out. Also, not carried out were tests on materials that limit the long-term serviceability of the valuation property or which present a danger to third parties or the environment or on contaminated sites as stipulated by the German Soil Protection law ('Bundesbodenschutzgesetz').

#### *1.10.5. Subsoil*

Soil investigations were not performed. The local soil situation was considered in the valuation as far as it is included in comparative purchase prices or the standard land value. Should a soil survey provide different results, these are to be taken into account in the result of this valuation. Unless explicitly noted otherwise, the soil is assumed to be of a normal load-bearing capacity.

#### *1.10.6. Building Law*

An examination of permissibility under planning and building law were not included in the mandate. The valuation was carried out on the basis of the completed project. The conformance of the completed project with architectural drawings, the building permit and building law and the binding development plan were not checked. Within the scope of this valuation, the material legality of the (planned) structural works and uses was assumed.

#### *1.10.7. Taxes, Public Charges and Financial Charges*

Tax liabilities and costs resulting from the purchase or sale of a property were taken into account to the extent that they were implicitly included in the market data used. Land transfer taxes were explicitly taken into account in the valuation. Any repayments of government or other subsidies or tax benefits to be made as a result of the sale were not taken into account.

Obligations that may have been recorded in section III of the land registers were not taken into account in this valuation. It was assumed that any outstanding debts would be deleted upon sale or offset by a reduction in the sale price.



## **2. Portfolio Overview**

### **2.1. Portfolio Composition**

In general the portfolio to be valued consisted of project developments (properties) with a planned lettable area of approx. 1,311,000 sqm. The predominant types of use are residential and office with approx. 67% and 21%, respectively. A further overview of the properties is attached as Annex A to the report.

### **2.2. Geographical Distribution**

The properties are spread across 12 cities in Germany, whereof Düsseldorf ranks first with a share of approx. 25.8 % of the planned lettable area. Stuttgart is second with approx. 15.5 %, Hamburg third with approx. 12.8 % and Berlin fourth with approx. 12.2 %.

### 3. Valuation Results

#### 3.1. Definition of Market Value

In VPS 4, section 4, the RICS Red Book 2020 adopts the following definition of the market value set by the International Valuation Standards Council (IVSC):

*'The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.'*

#### 3.2. Market Value

NAI apollo has determined the market value of the properties described in section 1.4, 2 and Annex A of this report as per the date of valuation 31 December 2020 with:

**3,210,600,000 EUR**

**(Three Billion Two Hundred Ten Million and Six Hundred Thousand Euro)**

The above value corresponds to the sum of the individual market values of the properties to be valued. This assessment is based on the assumptions, caveats and comments made in this report as well as on the assumption that there are no unusual circumstances which were unknown to NAI apollo at the time of preparing this report.

Frankfurt am Main, 15 April 2021



Stefan Mergen  
Managing Partner  
**for and on behalf of**  
**apollo valuation & research GmbH**

Dr. Peter Stark MRICS, RICS Registered Valuer  
Director - Valuation  
**for and on behalf of**  
**apollo valuation & research GmbH**

Annex A: Overview of key information of the properties

## **Annex A      Overview of key information of the properties**

Project	Address	ZIP	City	R with (p
Tuchmacher Viertel	Niederforstbacher Str. 84	52078	Aachen	
Grafental II (Sozial) – WA 12	Hohenzollernallee et. al.	40235	Düsseldorf	
Grafental III (Sozial) – WA 13	Hohenzollernallee et. al.	40235	Düsseldorf	
Grafental III (Condo) – WA 14	Hohenzollernallee et. al.	40235	Düsseldorf	
KVS	Heidestraße	10557	Berlin	
Four Living VauVau	Pragerstr. 20-28	04103	Leipzig	
Cologne Apart VauVau	Stolkgasse 4	50672	Köln	
MaryAnn Apartments VauVau	Annenstr. 5	01067	Dresden	
UpperNord Tower VauVau	Mercedesstraße 2	40470	Düsseldorf	
NewFrankfurt Towers VauVau / Vitopia-Kampus Kaiserlei	Berliner Straße 295-299 et. al.	63067	Offenbach a.M.	
Residenz am Ernst-Reuter Platz	Fraunhoferstr. 29	10587	Berlin	
Ostforum / Ostplatz	Pragerstr. 20-28	04103	Leipzig	
Quartier Hoym	Rampische str. / Landhausstr	01067	Dresden	
Dessauer/ Hamburger Straße	Dessauer Str. 42, Hamburger Str. 11	04129	Leipzig	
Cologneo I Part 1	Deutz-Mülheimer-Straße 127-133	51063	Köln	
Königshöfe im Barockviertel	Wallgässchen 1, Theresienstr. 4	01099	Dresden	
Franklinstrasse 26	Franklinstraße 26A	10587	Berlin	
No.1	Glücksteinallee 1	68163	Mannheim	

Project	Address	ZIP	City	R with (p
Bundesallee	Bundesallee 204 bis 206	10717	Berlin	
Kreuzstraße	Kreuzstraße 21–31 et. al.	04103	Leipzig	
Steglitzer Kreisel Tower	Albrechtstraße 1-3 u.a.	12165	Berlin	
Palatium (Palaisplatz Altbau)	Palaisplatz 2a - 2d	01099	Dresden	
Wohnen an der Villa Berg	Sickstraße 145 -149	70190	Stuttgart	
Westend Ensemble	Ludwig-Erhard-Anlage 2-8	60325	Frankfurt	
COL III (Windmühlenquartier)	Deutz-Mülheimer-Straße 216	51063	Köln	
Forum Pankow / Staytion	Hadlichstr. 19 / Damerowstr. 8	13187	Berlin	
Ostend	Danziger Platz 12	60314	Frankfurt	
UpperNord Quartier	Mercedesstraße 2	40470	Düsseldorf	
Schwabenland Tower	Schorndorfer Str. 60	70736	Stuttgart	
Ostplatz - FLI Mensa	Pragerstr. 20-28	04103	Leipzig	
2stay	Mainzer Landstraße 23, 23a	60329	Frankfurt	
Holsten Quartiere	Holstenstraße 214 et.al.	22765	Hamburg	
Neues Korallusviertel	Thielenstraße 8A et.al.	21109	Hamburg	
VAI Campus	Pascalstraße 100	70569	Stuttgart	
The Wilhelm	Wilhelmstraße 56 bis 59	10117	Berlin	
Benrather Gärten	Hildener Straße 80	40597	Düsseldorf	
Steglitzer Kreisel Parkhaus & Sockel	Albrechtstraße 1-3 u.a.	12165	Berlin	

Condens

<b>Project</b>	<b>Address</b>	<b>ZIP</b>	<b>City</b>	<b>R with (p</b>
Arthur Hoffmann Str	Arthur-Hoffmann-Str. et.al.	04277	Leipzig	
Covent Garden	München	80809	München	
Grand Central Düsseldorf	Erkrather Straße 33	40233	Düsseldorf	
Parkhaus, Weg beim Jäger 206	Weg beim Jäger 206	22335	Hamburg	

## ADDRESSES

### *Company*

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The Grand Duchy of Luxembourg

### *Arranger*

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60310 Frankfurt am Main  
Federal Republic of Germany

### *Dealers*

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**Deutsche Bank Aktiengesellschaft**  
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### *Legal Advisors to the Company:*

#### *As to German Law*

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### *Legal Advisors to the Dealers:*

#### *As to German Law*

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